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No. 53]

NEW DELHI, DECEMBER 25—DECEMBER 31, 2005 SATURDAY/PAUSA 4—PAUSA 10, 1927

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए
सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(राजस्व विभाग)

आदेश

नई दिल्ली, 22 दिसम्बर, 2005

स्टाम्प

का.आ. 4783.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा इंडियन ओवरसीज बैंक, चेन्नई को मात्र एक करोड़ रुपये का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है, जो उक्त बैंक द्वारा जारी किए जाने वाले मात्र कुल दो सौ करोड़ रुपये के वचनपत्र के रूप में असुरक्षित विमोच्य गैर-परिवर्तनीय गौण बन्ध पत्रों—शृंखला VIII स्टाम्प शुल्क के कारण प्रभाव्य हैं।

[सं. 35/2005-स्टाम्प/फा.सं. 33/46/2005-वि.क.]

आर.जी. छाबड़ा, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

ORDER

New Delhi, the 22nd December, 2005

STAMPS

S.O. 4783.—In exercise of the powers conferred by clause (b) of Sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Indian Overseas Bank, Chennai to pay consolidated stamp duty of rupees one crore only chargeable on account of the stamp duty on Unsecured Redeemable Non-Convertible Subordinated Bonds-Series VIII in the nature of promissory notes aggregating to rupees two hundred crore only, to be issued by the said Bank.

[No. 35/2005-STAMP/F.No. 33/46/2005-ST]

R. G. CHHABRA, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 26 दिसम्बर, 2005

का.आ. 4784.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खण्ड 3 के उपखण्ड (1), खण्ड 5, खण्ड 6, खण्ड 7, और खण्ड 8 के उपखण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इस प्रभाग की दिनांक 18 मार्च, 2005 की समसंख्यक अधिसूचना में आंशिक संशोधन करते हुए, श्री आर. पी. सिंह, भा.प्र.से. (आ.प्र.-76), विशेष कार्य अधिकारी को, 18 मार्च, 2008 तक अथवा अगले आदेशों तक, इनमें से जो भी पहले हो, पंजाब एंड सिंध बैंक के अध्यक्ष एवं प्रबंध निदेशक के रूप में पदनामित किया जाता है।

[फा. सं. 9/12/2004-बीओ-1]

जी. बी. सिंह, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 26th December, 2005

S.O. 4784.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3, clause 5, clause 6, clause 7 and sub-clause (1) of clause 8 of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, and in partial modification of this Division's order of even number dated 18th March, 2005, Shri R.P. Singh, IAS (AP : 76), Officer on Special Duty is designated as Chairman & Managing Director, Punjab & Sind Bank, upto 18th March, 2008 or until further orders, whichever is earlier.

[F.No. 9/12/2004-BO-I]

G. B. SINGH, Under Secy.

नई दिल्ली, 26 दिसम्बर, 2005

का.आ. 4785.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में राजस्व विभाग के अधीन केन्द्रीय उत्पाद एवं सीमा शुल्क बोर्ड के निम्नलिखित क्षेत्रीय कार्यालयों को, जिनके 80 प्रतिशत कर्मचारीवृंद ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :

1. केन्द्रीय उत्पाद शुल्क आयुक्त III का कार्यालय, नवरंगपुरा, अहमदाबाद-380009
2. सहायक आयुक्त, के.उ.शु. मण्डल, नडियाद।
3. सहायक आयुक्त, के.उ.शु. मण्डल-I, महैसाणा।
4. सहायक आयुक्त, के.उ.शु. मण्डल-II, महैसाणा।

5. सहायक आयुक्त, के.उ.शु. गांधीनगर मण्डल, गांधीनगर।

6. उप आयुक्त, के.उ.शु. ग्रामीण मण्डल-II, कलोल।

[फा. सं. 11013/01/2005-हिन्दी-2]

मधु शर्मा, निदेशक (रा.भा.)

New Delhi, the 26th December, 2005

S.O. 4785.—In pursuance of sub-rule (4) of rule 10 of the Official Language (Use for Official purposes of the Union) Rules, 1976 the Central Government hereby notifies the following offices under the Board of Central Excise & Customs, Department of Revenue the 80% staff whereof have acquired the working knowledge of Hindi.

1. Office of the Commissioner, Central Excise III, Navrangpura, Ahmedabad-380009.
2. Office of the Asstt. Commissioner, Central Excise, Nadiad Division, Nadiad.
3. Office of the Asstt. Commissioner, Mehsana Central Excise Divn.-I, Mehsana.
4. Office of the Asstt. Commissioner, Mehsana Central Excise Divn.-II, Mehsana.
5. Office of the Asstt. Commissioner, Gandhinagar Central Excise, Divn., Gandhinagar.
6. Office of the Dy. Commissioner, Central Excise, Rural Divn.-II, Kalol.

[F.No. 11013/01/2005-Hindi-2]

MADHU SHARMA, Director (OL)

वाणिज्य और उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 13 दिसम्बर, 2005

का.आ. 4786.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1), निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12 के उपनियम (2) और (3) के साथ पठित प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स नेशनल एल्यूमिनियम कंपनी लिमिटेड को जिनका रजिस्ट्रीकृत कार्यालय, नेल्को भवन, पी-1, न्याफल्सी, भुवनेश्वर-751013 में स्थित है को कैलसीड एल्यूमिनियम (एल्यूमिनियम आक्साइड के अंतर्गत) निरीक्षण के लिए जो कि मैसर्स नेशनल एल्यूमिनियम कम्पनी लिमिटेड (भारत सरकार का एक उपक्रम) दामनजोडी-763008, उड़ीसा में विनिर्मित को उड़ीसा से निर्यात के लिए वाणिज्य मंत्रालय की अधिसूचना का.आ. 1271 दिनांक 25 अप्रैल, 1966 में अधिसूचित अनुसूची के अनुसार 24 फरवरी, 2005 से तीन वर्षों की अवधि के लिए प्रभावी निर्यात से पूर्व निरीक्षण हेतु एक अभिकरण के रूप में मान्यता प्रदान करती है।

- (i) कि मैसर्स नेशनल एल्यूमिनियम कम्पनी लिमिटेड, कैलसीड एल्यूमिनियम के निरीक्षण (एल्यूमिनियम आक्साइड योजना

के अधीन) मैसर्स नेशनल एल्यूमिनियम कं. लिमिटेड (भारत सरकार का एक उपक्रम) दामनजोडी-763008, उड़ीसा में विनिर्मित को निर्यात से पूर्व निर्यात निरीक्षण अभिकरण-कलकत्ता जिसका स्तर संयुक्त निदेशक के अधिकारी से कम न हो के नियंत्रणाधीन और इस उद्देश्य के लिए मैसर्स नेशनल एल्यूमिनियम कम्पनी लिमिटेड निर्यात निरीक्षण अभिकरण-कलकत्ता को 0.1 प्रतिशत की दर से भुगतान करेगी जो मैसर्स नेशनल एल्यूमिनियम कम्पनी लिमिटेड दामन-जोडी-763008 की यूनिटों द्वारा उक्त मूल्य की मदों को निर्यात करेगी जो एक वर्ष में न्यूनतम दो हजार पांच सौ रुपए और अधिकतम एक लाख रुपए के अधीन रहते हुए करेगी।

- (ii) कि मैसर्स नेशनल एल्यूमिनियम कम्पनी लिमिटेड, इस अधिसूचना के अधीन अपने कृत्यों के पालन में निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण), निर्यात निरीक्षण परिषद् द्वारा समय-समय पर लिखित में दिए गए निर्देशों से आबद्ध होंगे।

[फा.सं. 5/1/2005 (26)-ईआई एण्ड ईपी]
राज सिंह, निदेशक

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 13th December, 2005

S.O. 4786.—In exercise of the powers conferred by clause (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with sub-rules (2) and (3) of Rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognises M/s. National Aluminium Co. Ltd., having their registered office at NALCO Bhawan, P/I Nayapalli, Bhubaneswar-751013, as an Agency, for a period of three years, with effect from 14th February 2005 for inspection of Calcined Alumina (under the heading of Aluminium Oxide), specified in the Schedule to the Notification of the Government of India in the erstwhile Ministry of Commerce number SO 1271, dated the 25th April 1966, manufactured at M/s. National Aluminium Co. Ltd. (a Government of India Enterprise), Damanjodi-763 008, Orissa, prior to export, subject to the following conditions, namely :

- (i) that M/s. National Aluminium Co. Ltd. shall carry out the inspection of Calcined Alumina (under the scheme of Aluminium Oxide) manufactured at M/s. National Aluminium Co. Ltd. (a Government of India Enterprise), Damanjodi-763 008, Orissa, prior to export, under the control of an officer not below the rank of a Joint Director of the Export Inspection Agency, Kolkata, and for this purpose, M/s. National Aluminium Co. Ltd. shall pay to the Export Inspection Agency, Kolkata an amount at the rate of 0.1 per cent of

the f.o.b. (free on board) value of the items exported from their units at M/s. National Aluminium Co. Ltd., Damanjodi-763 008, Orissa, subject a minimum of rupees two thousand five hundred and maximum of rupees one lakh in a year;

- (ii) that M/s. National Aluminium Co. Ltd. in the performance of its function under this notification shall be bound by such directives as the Director (Inspection and Quality Control), Export Inspection Council may give to it in writing from time to time.

[F. No. 5/1/2005(26)-EI&EP]

RAJ SINGH, Director

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 21 दिसम्बर, 2005

का.आ. 4787.—दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (4) खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय दन्त चिकित्सा परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-III में निम्नलिखित संशोधन करती है; नामतः

2. दन्त चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-III में क्रम संख्या 9 के समाने स्तंभ 1, 2 एवं 3 की वर्तमान प्रविष्टियों के अन्तर्गत निम्नलिखित क्रम संख्या और प्रविष्टियां जोड़ी जाएंगी :

यूनीवर्सिटी-ऑफ लंदन (यूके)	एक अतिरिक्त अर्हता के रूप में मास्टर ऑफ साईंस-इन-कम्यूनिटी डेंटिस्ट्री (यदि यह 31-12-2003 को अथवा उसके बाद दी गई हो)	एमएससी (कम्यूनिटी डेंटिस्ट्री) यूनीवर्सिटी ऑफ लंदन (यूके)
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[सं. वी-12018/11/2004-पीएसएम]

ए.के. सिंह, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 21st December, 2005

S.O. 4787.—In exercise of the powers conferred by clause (b) sub-section (4) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby makes the following further amendments in Part-III of the Schedule to the said Act, namely :

2. Under the existing entries of columns 1, 2 and 3 against serial number 9 in Part-III of the Schedule to the Dentists Act, 1948 (16 of 1948) the following serial number and entries shall be added, namely :

University of London (UK)	Master of Science in Community Dentistry as an additional qualification (when granted on or after 31-12-2003).	M.Sc. (Community Dentistry) University of London (UK)
[No. V-12018/11/2004-PMS] A.K. SINGH, Under Secy.		

कृषि मंत्रालय

(कृषि अनुसंधान तथा शिक्षा विभाग)

नई दिल्ली, 14 दिसम्बर, 2005

का.आ. 4788.—केन्द्रीय सरकार, कृषि अनुसंधान एवं शिक्षा विभाग, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमावली 1976 के नियम 10 के उप नियम (4) के अनुसरण में एतद्वारा भारतीय कृषि अनुसंधान परिषद् के केन्द्रीय बकरी अनुसंधान संस्थान, मखदूम, मथुरा (उ.प्र.) जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा. सं. 13/2/2002-हिंदी]

आर. चौधरी, अव्वर सचिव

MINISTRY OF AGRICULTURE

(Department of Agricultural Research and Education)

New Delhi, the 14th December, 2005

S.O. 4788.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (use for official purpose of the Union) Rules 1976, the Central Government, Ministry of Agriculture, Department of Agricultural Research & Education hereby notifies the Central Institute for Research on Goats, Makhdoom, Mathura of ICAR where more than 80% of staff have acquired the working knowledge of Hindi.

[F. No. 13/2/2002-Hindi]

R. CHAUDHURI, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(खाद्य और सार्वजनिक वितरण विभाग)

नई दिल्ली, 21 दिसम्बर, 2005

का.आ. 4789.—केन्द्रीय सरकार, राजभाषा (संघ शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय (खाद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक नियंत्रणाधीन भारतीय खाद्य निगम के निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत से

अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :

1. भारतीय खाद्य निगम,
जिला कार्यालय,
फिरोजपुर
2. भारतीय खाद्य निगम,
जिला कार्यालय,
होशियारपुर
3. भारतीय खाद्य निगम,
जिला कार्यालय,
जालन्धर
4. भारतीय खाद्य निगम,
जिला कार्यालय,
कपूरथला
5. भारतीय खाद्य निगम,
जिला कार्यालय,
पटियाला

[सं. ई-11011/1/2001-हिंदी]

अनीता चौधरी, संयुक्त सचिव

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Food and Public Distribution)

New Delhi, the 21st December, 2005

S.O. 4789.—In pursuance of Sub-rule (4) of Rule 10 of the Official Language (use for official purpose of the Union) Rules 1976, the Central Government, hereby notifies the following offices of Food Corporation of India under the administrative control of the Ministry of Consumer Affairs, Food & Public Distribution (Deptt. of Food & Public Distribution), where more than 80% of staff have acquired the working knowledge of Hindi :

1. Food Corporation of India,
District Office,
Ferozpur
2. Food Corporation of India,
District Office
Hoshiarpur
3. Food Corporation of India,
District Office,
Jalandhar
4. Food Corporation of India,
District Office,
Kapurthala
5. Food Corporation of India,
District Office,
Patiala

[No. E-11011/1/2001-Hindi]

ANITA CHAUDHARY, Jt. Secy.

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 12 दिसम्बर, 2005

का. आ. 4790.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 13730 (भाग 48) : 2005 विशेष प्रकार के कुंडलन तारों की विशिष्टि— भाग 48 काँच-तन्तु लिपटे रेजिन अथवा वार्निश-संसेचित इन्मेल रहित अथवा इन्मेलित गोल ताँबे के तार, तापमान सूचक 155	—	31 अक्टूबर 2005
2.	आई एस 13730 (भाग 49) : 2005 विशेष प्रकार के कुंडलन तारों की विशिष्टि— भाग 49 काँच-तन्तु लिपटे रेजिन अथवा वार्निश-संसेचित इन्मेल रहित अथवा इन्मेलित गोल ताँबे के तार, तापमान सूचक 180	—	31 अक्टूबर 2005
3.	आई एस 13730 (भाग 50) : 2005 विशेष प्रकार के कुंडलन तारों की विशिष्टि— भाग 50 काँच-तन्तु लिपटे रेजिन अथवा वार्निश-संसेचित इन्मेल रहित अथवा इन्मेलित गोल ताँबे के तार, तापमान सूचक 200	—	31 अक्टूबर 2005
4.	आई एस 13730 (भाग 53) : 2005 विशेष प्रकार के कुंडलन तारों की विशिष्टि— भाग 53 एरोमैटिक पॉलीमाइड (आरामिड) टेप लिपटे आयातकार ताँबे के तार, तापमान सूचक 220	—	31 अक्टूबर 2005
5.	आई एस 13730 (भाग 39) : 2005 विशेष प्रकार के कुंडलन तारों की विशिष्टि— भाग 39 काँच-तन्तु-गुम्फित, पॉलीएस्टर अथवा पॉलीएस्टरइमाइड वार्निश-उपचारित, इन्मेल रहित अथवा इन्मेलित आयातकार ताँबे के तार, तापमान सूचक 180	—	31 अक्टूबर 2005

इन भारतीय मानकों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : ई टी 33/टी-94, टी-95, टी-96, टी-97, टी-103]

पी. के. मुखर्जी, वैज्ञा. एफ एवं प्रमुख (विद्युत तकनीकी)

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 12th December, 2005

S.O. 4790.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies the Indian Standards to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standards	Date of Established
(1)	(2)	(3)	(4)
1.	IS 13730 (Part 48) : 2005 Specification for particular types of winding wires Part 48 Glass-fibre wound resin or varnish-impregnated, bare or enamelled round copper wire, temperature index 155.	—	31 October 2005
2.	IS 13730 (Part 49) : 2005 Specification for particular types of winding wires Part 49 Glass-fibre wound resin or varnish-impregnated, bare or enamelled round copper wire, temperature index 180.	—	31 October 2005
3.	IS 13730 (Part 50) : 2005 Specification for particular types of winding wires Part 50 Glass-fibre wound resin or varnish-impregnated, bare or enamelled round copper wire, temperature index 200.	—	31 October 2005
4.	IS 13730 (Part 53) : 2005 Specification for particular types of winding wires Part 53 Aromatic polyimide (aramid) tape wrapped rectangular copper wire, temperature index 220.	—	31 October 2005
5.	IS 13730 (Part 39) : 2005 Specification for particular types of winding wires Part 39 Glass-fibre braided, polyester or polyesterimide varnish-treated bare or enamelled rectangular copper wire, temperature index 180.	—	31 October 2005

Copy of these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref. : ET 33/T-94, T-95, T-96, T-97, T-103]
P. K. MUKHERJEE, Sc.-F & Head (Electro-technical)

नई दिल्ली, 21 दिसम्बर, 2005

का.आ. 4791.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गया हैं :

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 1893 (भाग 4) : 2005 संरचनाओं के भूकम्परोधी डिजाइन के मानदंड : भाग 4 औद्योगिक संरचनाएँ, चट्टा टाइप संरचनाएँ	आई एस 1893 (भाग 4) : 1984	अगस्त 2005

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह ज़फ़र मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीईडी/राजपत्र]

जे. सी. अरोड़ा, वैज्ञानिक 'ई' व प्रमुख (सिविल इंजीनियरी)

New Delhi, the 21st December, 2005

S.O. 4791.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. and year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 1893 (Part 4) : 2005 Criteria for Earthquake Resistant Design of Structures : Part 4 Industrial Structures including Stack-like Structures	IS 1893 (Part 4) : 1984	August 2005

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: CED/Gazette]

J. C. ARORA, Sc. 'E' & Head (Civil Engg.)

नई दिल्ली, 21 दिसम्बर, 2005

का. आ. 4792.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	1876 : 2005 मानक वायु अंतरालों के माध्यमों से वोल्टेज मापन (प्रथम पुनरीक्षण)	1876 : 1961	31 अक्टूबर, 2005

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह ज़फ़र मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 19/टी-1]

पी. के. मुखर्जी, वैज्ञानिक 'एफ' एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 21st December, 2005

S.O. 4792.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 1876 : 2005, Voltage Measurement by Means of Standard Air Gaps (First Revision)	IS 1876 : 1961, Method for voltage measurement by means of sphere gaps (one sphere earthed)	31 October 2005

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: ET 19/T-1]

P. K. MUKHERJEE, Sc. 'F' & Head (Elec. Technical)

नई दिल्ली, 23 दिसम्बर, 2005

का. आ. 4793.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 11255 (भाग 7) : 2005 स्थिर स्रोतों से उत्सर्जन को मापने की पद्धति भाग 7 नाइट्रोजन के ऑक्साइड	—	30 सितम्बर 2005

इन भारतीय मानकों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीएचडी 32/आई एस 11255 (भाग 7)]

डॉ. यू. सी. श्रीवास्तव, वैज्ञानिक-ई., निदेशक एवं प्रमुख (रसायन)

New Delhi, the 23rd December, 2005

S.O. 4793.—In pursuance of Clause (b) of sub-rule (1) of Rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards Established	No. and year of Indian Standards, if any, Superseded by the New Indian Standards	Date of Established
(1)	(2)	(3)	(4)
1.	IS 11255 (Part 7) : 2005 methods for measurement of emission from stationary sources Part 7 oxides of Nitrogen	—	30 September 2005

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: CHD 32/IS 11255 (Part 7)]

Dr. U. C. SRIVASTAVA, Scientist-E, Director & Head (Chemical)

नई दिल्ली, 23 दिसम्बर, 2005

का. आ. 4794.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक(कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस/आई एस ओ 14050 : 2002 पर्यावरण प्रबंधन—पारिभाषिक शब्दावली	संशोधन संख्या नं. 1, नवम्बर 2005	30 नवम्बर, 2005

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफ़र मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीएचडी 34/आई एस/आई एस ओ 14050]

डॉ. यू. सी. श्रीवास्तव, वैज्ञानिक-ई., निदेशक एवं प्रमुख (रसायन)

New Delhi, the 23rd December, 2005

S.O. 4794.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS/ISO 14050 : 2002 Environmental Management—Vocabulary	Amendment No. 1, November 2005	30 November, 2005

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: CHD34/IS/ISO 14050]

Dr. U. C. SRIVASTAVA, Scientist-E, Director & Head (Chemical)

नई दिल्ली, 26 दिसम्बर, 2005

का. आ. 4795.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 12991 : 2005/आई एस ओ 7512 : 1997 वस्त्रादि—शिविर तम्बू और कारवाँ आनिंग—शब्दावली तथा समकक्ष शब्दों की सूची (पहला पुनरीक्षण)	आई एस 12991 : 1990	30 दिसम्बर, 2005
2.	आई एस 15589 : 2005/आई एस ओ 6940 : 2004 वस्त्रादि—ज्वलन व्यवहार—टंगे नमूनों की ज्वलनशीलता ज्ञात करना	—	30 दिसम्बर, 2005
3.	आई एस 15590 : 2005/आई एस ओ 6941 : 2003 वस्त्रादि—ज्वलन व्यवहार—टंगे नमूनों की ज्वाला फैलाव का मापन	—	30 दिसम्बर, 2005

इन भारतीय मानकों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : टीएक्सडी/जी-25]

एम. एस. वर्मा, निदेशक एवं प्रमुख (टैक्स०)

New Delhi, the 26th December, 2005

S.O. 4795.—In pursuance of clause (b) of Sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and year of the Indian Standards Established	No. and year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 12991 : 2005/ISO 7512 : 1997 Textiles—Camping tents and caravan awnings—Vocabulary and list of equivalent terms (first revision)	IS 12991 : 1990	30 December, 2005
2.	IS 15589 : 2005/ISO 6940 : 2004 Textiles fabrics—Burning behaviour—Determination of ease of ignition of vertically oriented specimens	—	30 December, 2005
3.	IS 15590 : 2005/ISO 6941 : 2003 Textiles fabrics—Burning behaviour—Measurement of flame spread properties of vertically oriented specimens	—	30 December, 2005

Copies of these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

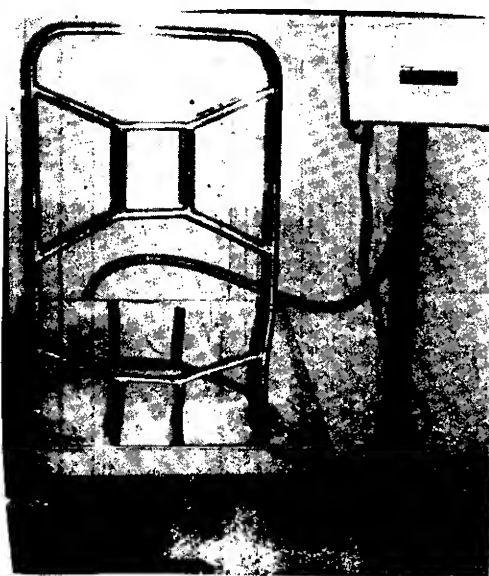
[Ref : TXD/G-25]

M. S. VERMA, Director & Head (Textiles)

नई दिल्ली, 12 सितम्बर, 2005

का.आ. 4796.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उप धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एम एल एम वे प्लस, दैक्नालोजीज प्राईवेट लिमिटेड, औडियप्पा चेट्टी स्ट्रीट, चिन्नाद्रीपेट, चेन्नई-600002 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "डब्ल्यू पी पी" शृंखला के अंकक सूचन सहित अस्वचालित, तोलन उपकरण (प्लेट फार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "वे + " (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/273 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार का) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 4 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्ट्रांपिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान (एन) अंतराल सहित 50 कि. ग्रा. से अधिक और 5000 किलोग्राम तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

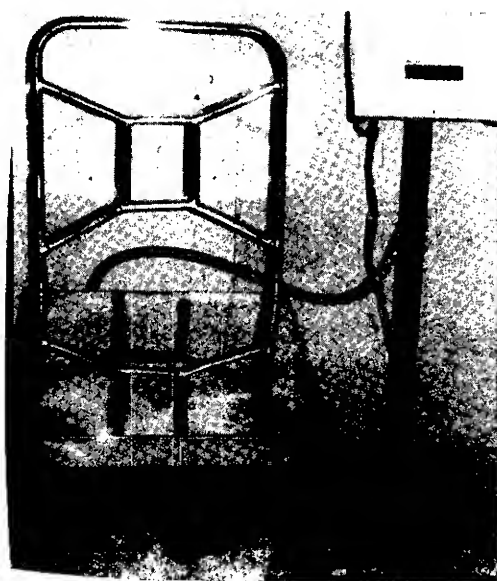
[फा. सं. डब्ल्यू एम-21(10)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 12th September, 2005

S.O. 4796.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Platform type) with digital indication of "WPP" series of medium accuracy (accuracy class-III) and with brand name "WEIGH +" (hereinafter referred to as the said Model), manufactured by M/s. MLM Weighplus Technologies Private Limited, 11, Audiappa Chetty Street, Chintadripet, Chennai-600 002 and which is assigned the approval mark IND/09/2004/273;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000kg and minimum capacity of 4 kg. The verification scale interval (e) is 200g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg and upto 5000 kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

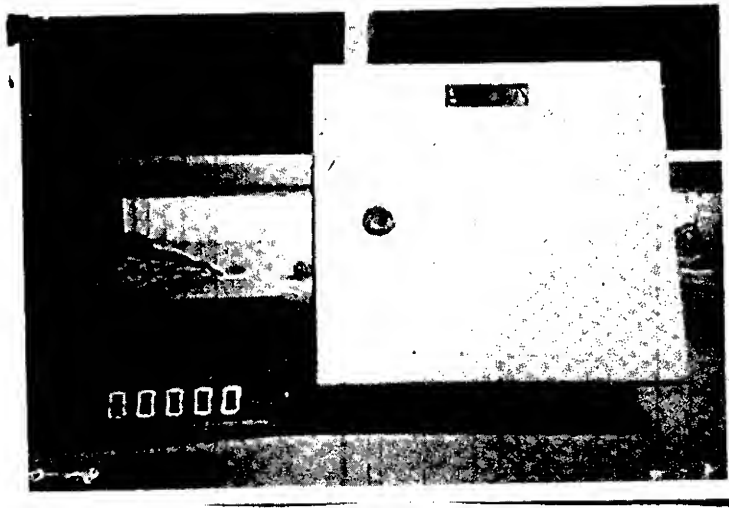
[F. No. WM-21(10)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 31 अक्टूबर, 2005

का.आ. 4797.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स मेल्ट्स आटोमेशन लिमिटेड, प्लॉट सं. 123, डवलप्ल प्लाट्स, वेरंगगुडी, चैन्नई-600096 तमिलनाडु द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले एम ए "डी जे स्त्री" शृंखला के अंकक सूचन रहित दोहरी रेंज का अस्वचालित, तोलन उपकरण (तोल सेतु प्रकार) के मॉडल का, जिसके ब्रांड का नाम "माल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/457 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृति गेज प्रकार का लोड सेल आधारित दोहरी रेंज का अस्वचालित तोलन उपकरण (तोल सेतु प्रकार का) है। इसकी अधिकतम क्षमता 80 टन है और न्यूनतम क्षमता 200 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 10 कि. ग्रा. 40 टन तक और ई का मान 20 कि. ग्रा. 40 टन से 80 टन तक है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्ट्रांपिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 कि. ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान सहित 5 टन से अधिक और 200 टन तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^5 , 2×10^5 या 5×10^5 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

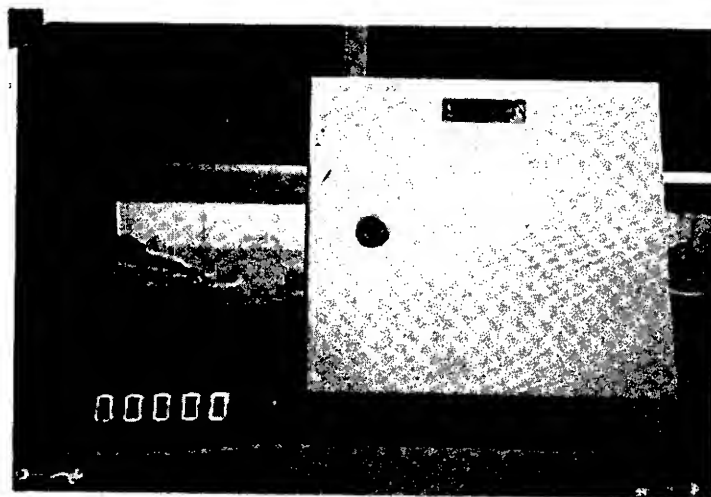
[फा. सं. डब्ल्यू एम-21(247)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st October, 2005

S.O. 4797.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Weighbridge type) of dual range with digital indication of "MA-DJB" series of medium accuracy (accuracy class-III) and with brand name "MAL" (hereinafter referred to as the said Model), manufactured by M/s. MELSS Automation Limited, Plot No. 123, Developed Plots, Perungudi, Chennai-600 096, Tamil Nadu and which is assigned the approval mark IND/09/2005/457;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Weigh bridge type) of dual range with a maximum capacity of 80 tonne and minimum capacity of 200 kg. The verification scale interval (e) is 10 kg upto 40 tonne and 20 kg above 40 tonne and upto 80 tonne. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and upto 200 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 kg or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principles, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(247)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 नवम्बर, 2005

का.आ. 4798.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स वीडर रूट, 125 पाउंडर फरेस्ट ड्राइव, पोस्ट बाक्स 2003, सिम्सबरी, कनेक्टीकट, यूएसए द्वारा निर्मित और भारत में बिना किसी परिवर्तन और संयोजन के मैसर्स वीडर रूट एशिया प्रा. लि., 16 आविष्कार, महन्त रोड, वेलीपार्ले ईस्ट, मुंबई-400057, महाराष्ट्र द्वारा विक्रय किया गया "ई एम आर 3" श्रृंखला के अंकक सूचन सहित मीटर माप प्रणाली के लिए रजिस्टर इलेक्ट्रॉनिक मीटर के मॉडल का, जिसके ब्रांड का नाम "वीडर रूट" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) जिसे अनुमोदन चिह्न आई एन डी/09/05/367 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

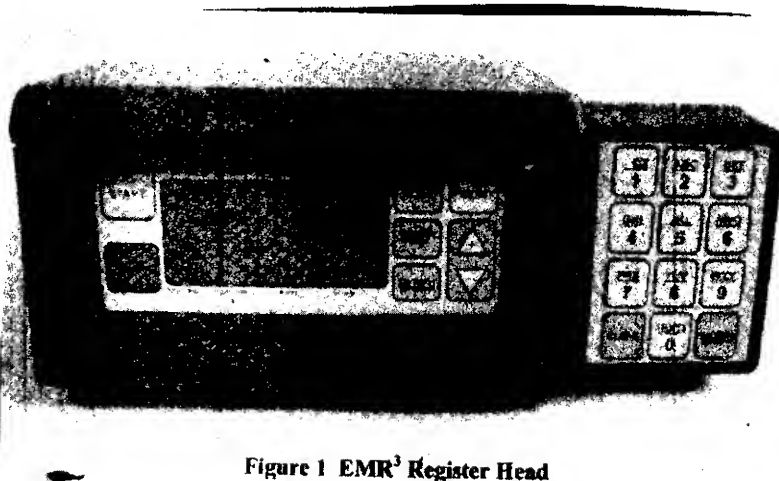


Figure 1 EMR³ Register Head

उक्त मॉडल अंकक सूचन सहित जल से भिन्न द्रवों के लिए मीटर है और भाग तथा मूल्य गणना, तापमान शुद्धिकरण और मीटर से होकर गुजरने वाले द्रव की मात्रा प्रदर्शन के लिए अनुकूल है। उक्त इलेक्ट्रॉनिक मीटर की ओ आई एफ एल आर 117 विनिर्देश के अनुसार जांच की गई है।

मॉडल की (ऊपर दी गई आकृति देखें) की तकनीकी विशेषताएं निम्नलिखित हैं :—

प्रवाह की अधिकतम दर	450 लीटर/मिनट (50 एम एम प्रणाली के लिए) 600 लीटर/मिनट (75 एम एम प्रणाली के लिए)
न्यूनतम प्रवाह दर	150 लीटर/मिनट
अधिकतम कार्य करने वाला दाब	8 बार
न्यूनतम गति	500 लीटर
द्रव की प्रकृति	द्रव, गैस, तेल, केरोसिन, पैराफिन इत्यादि
पर्यावर्णीय वर्ग	I

स्टैंपिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

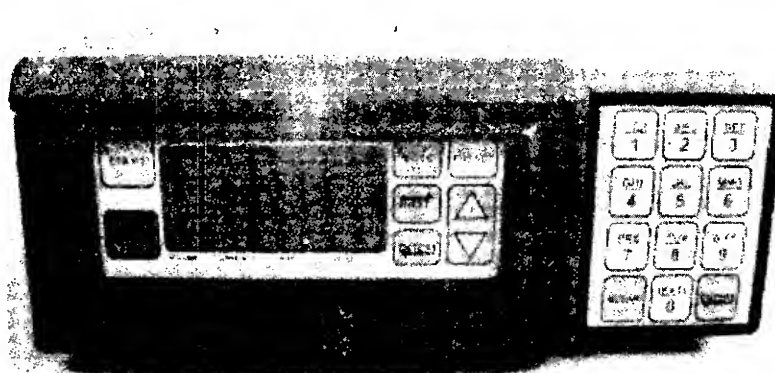
[फा. सं. डब्ल्यू एम-21(13)/2005]

पी. ए. कृष्णामूर्ति निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd November, 2005

S.O. 4798.—Whereas the Central Government, after considering the report submitted to it along with the model approval certificate issued by the National Weights and Measures Laboratory, United Kingdom is satisfied that the models described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by the third proviso to sub-section (3) and sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby approves, issues and publishes the certificate of approval of model of the "Electronic meter register for meter measuring system" with digital display of series "EMR³" and with brand name "Veeder Root" (hereinafter referred to as the said Model), manufactured by M/s. Veeder Root, 125, Powder Forest Drive, PO Box 2003, Simsbury, Connecticut, USA and sold in India without any alteration and additions by M/s. Veeder Root Asia Pvt. Ltd., 16, Aviskar, Mahant Road, Vile Parle East, Mumbai-400057, Maharashtra and which is assigned the approval mark IND/13/05/367:

Figure 1 EMR³ Register Head

The said model is a meter for liquids—other than water with digital indication and is suitable for volume and price calculation, temperature correction and indication of quantities of liquid passing through a meter. The said electronic meter has been tested according to the International Organization of Legal Metrology (OIML) R117 specification.

The technical features of the model (See the figure given above) are as follows :

Maximum rate of flow	:	450 litres/minute (for 50 mm system)
	:	600 litres/minute (for 75 mm system)
Minimum flow rate	:	150 litre/minute
Maximum Operating Pressure	:	8 bar
Minimum Delivery	:	500 litres
Nature of Liquid	:	Liquid, Gas, Oil, Kerosene, Paraffin etc.
Environmental Class	:	I

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

[F. No. WM-21(13)/2005]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

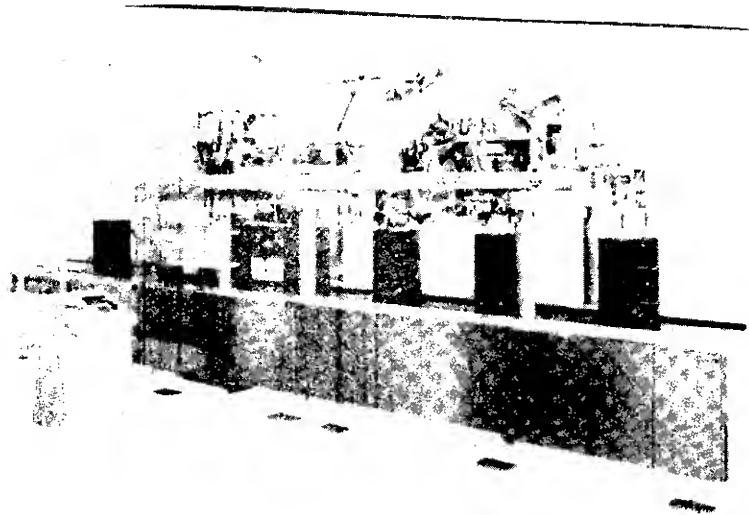
नई दिल्ली, 23 नवम्बर, 2005

का.आ. 4799.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स ओक्मे एस आर एल, वाया डेल पोपोलो, 20/ए, 4300 पारमा, इटली द्वारा विनिर्मित और मैसर्स फूड इंजीनियरिंग सर्विसेज, 42, स्वास्तिक प्लाजा, प्रथम तल, जे वी पी डी स्कीम, कला निकेतन के आगे, मुंबई-400049 द्वारा विपणित "लिब्रा एल टी" शृंखला के स्वतः सूचक, स्वचालित इन लाइन भार भरण मशीन (भार भरण प्रकार) के मॉडल का, जिसके ब्रांड का नाम "लिब्रा एल टी" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) जिसे अनुमोदन चिह्न आई एन डी/09/2004/426 समनुदर्शित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल एक स्वचालित इनलाइन भार भरण मशीन (भार भरण प्रकार) का है। इसकी अधिकतम क्षमता 300 कि.ग्रा. और न्यूनतम क्षमता 5 कि. ग्रा. है। इसे मुक्त प्रवाह वाले द्रव उत्पादों जैसे स्नेहक तेल, खाद्य तेल इत्यादि को ड्रम, बैरेल या बाल्टी में भरने के लिए डिजाइन किया गया है।

स्ट्रांपिंग प्लेट को सीलबंद करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए भी सीलबन्द किया जाएगा।



और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के जो 5 कि. ग्रा. से 300 कि. ग्रा. तक की रेंज की क्षमता वाले तोलन उपकरण भी होंगे।

[फा. सं. डब्ल्यू एम-21(3)/2002]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

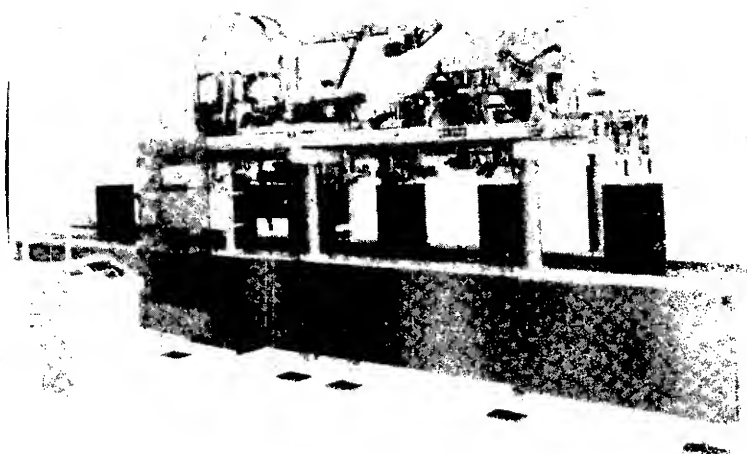
New Delhi, the 23rd November, 2005

S.O. 4799.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of self indicating, Automatic Inline Weight Filler Machine (Weigh Filler) of "LIBRA LT" series with brand name "LIBRA LT" (herein referred to as the said model), manufactured by M/s. OCME, S. r. l. Via del Popolo 20/A, 43100, Parma, Italy and marketed in India by M/s. Food Engineering Services, 42, Swastik Plaza, 1st Floor, JVPD Scheme, Next to Kala Niketan, Mumbai-400 049 and which is assigned the approval mark IND/09/2004/426;

The said Model is an Automatic Inline Weight Filler Machine (Weigh Filler) with a maximum capacity 300 kg and minimum capacity 5 kg. It is designed to fill free flowing liquid products such as lubricant oil, edible oil, etc. in drums, barrels or pails.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.



Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make and performance of same series with capacity in the range of 5 kg. to 300 kg. manufactured by the same manufacturer in accordance with the same principle, design, accuracy and with the same materials with which, the said approved Model has been manufactured.

[F.No. WM-21(3)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 नवम्बर, 2005

का.आ. 4800.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स जे पी इण्डस्ट्रीज, 4408/3, नाहन हाउस के पास, अंबाला सिटी, हरियाणा द्वारा निर्मित साधारण यथार्थता वर्ग (यथार्थता वर्ग IV) "वाले सादृश सूचन सहित अस्वचालित तोलन उपकरण (लटकने वाला स्प्रिंग तुला प्रकार) के मॉडल का, जिसका ब्रांड का नाम "जे आई लक्ष्मी" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) जिसे अनुमोदन चिह्न आई एन डी/09/05/480 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) सादृश सूचन सहित स्प्रिंग आधारित अस्वचालित लटकने वाले प्रकार का तोलन उपकरण है। इसकी अधिकतम क्षमता 100 कि.ग्रा. और न्यूनतम क्षमता 5 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 500 ग्रा. है।

स्ट्रांपिंग प्लेट को मुद्रांकित के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।



और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 500 ग्रा. या उससे अधिक के "ई" मान के लिए 100 से 1000 तक की रेंज में मापमान अन्तराल (एन) सहित 50 कि.ग्रा. से 300 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(354)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd November, 2005

S.O. 4800.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions:

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Spring balance hanging type) with analogue indication of ordinary accuracy (accuracy class IV) and with brand name "JI-LAXMI" (herein referred to as the said model), manufactured by M/s. J. P. Industries, 4403/3, near Nahan House, Ambala City, Haryana and which is assigned the approval mark IND/09/5/480;

The said Model (see the figure given below) is a hanging type spring based non-automatic analogue weighing instrument with analogue indication and of a maximum capacity of 100 kg and minimum capacity of 5 kg. The verification scale interval (e) is 500 g.

In addition to sealing the stamping plate, sealing shall also be done to prevent from opening of the machine for fraudulent practices.



Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity above 50 kg to 300 kg and number of verification scale interval (n) in the range of 100 to 1000 for 'e' value of 500 g or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(354)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

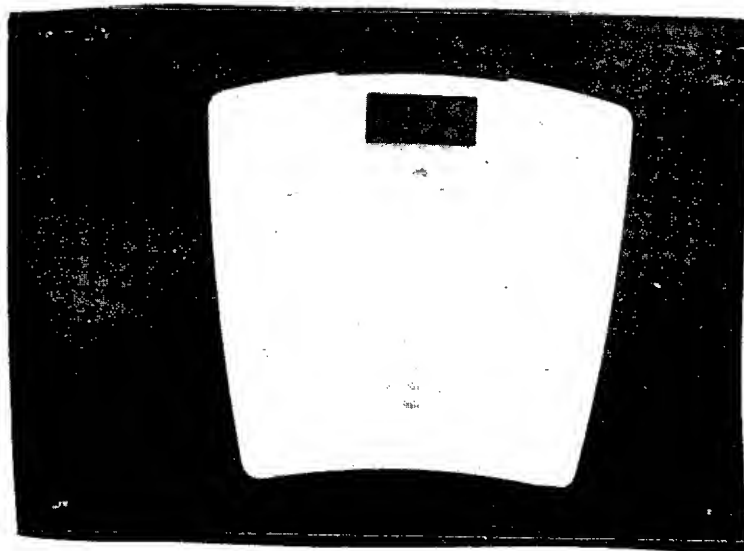
नई दिल्ली, 24 नवम्बर, 2005

का.आ. 4801.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स मोरपैन लेबोरेट्रीज लिमिटेड, 410, अंतरिक्ष भवन, 22, के. जी. मार्ग, नई दिल्ली-110001 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एन एस" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (पर्सन वेईंग स्केल) के मॉडल का, जिसके ब्रांड का नाम "डा. मोरपैन होम हैल्थ" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/899 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) एक अपरूपण तुलादण्ड प्रकार भार सेल आधारित तोलन उपकरण है। इसकी अधिकतम क्षमता 150 कि.ग्रा. है और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक लिक्विड क्रिस्टल डिस्प्ले है (एल सी डी) जो आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है, तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टॉपिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।



और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी शामिल होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 100 कि.ग्रा. से 150 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(360)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

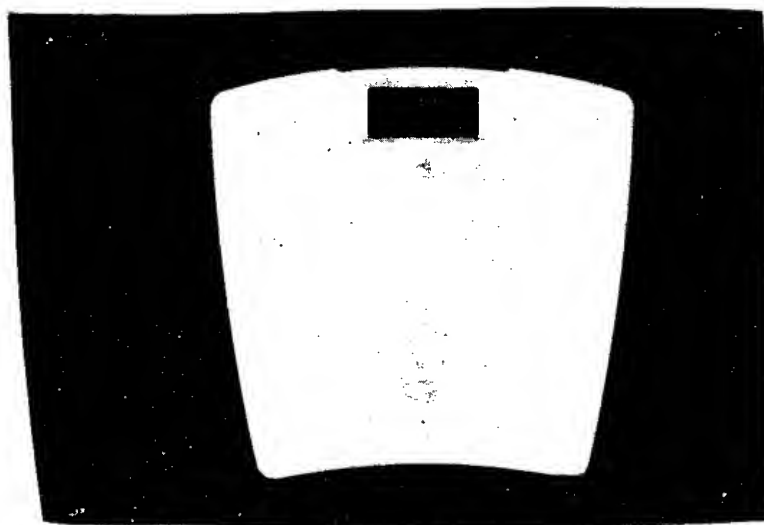
New Delhi, the 24th November, 2005

S.O. 4801.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions:

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument with digital indication (Person weighing scale) of "MS" series of medium accuracy (Accuracy class III) and with brand name "Dr. Morepan Home Health" (hereinafter referred to as the said model), manufactured by M/s. Morepan Laboratories Ltd., 410, Antriksh Bhawan, 22, K.G. Marg, New Delhi-110001 and which is assigned the approval mark IND/09/05/899;

The said Model (see the figure given below) is a shear beam type load cell based weighing instrument with a maximum capacity of 150 kg and minimum capacity of 2 kg. The verification scale interval (e) is 100 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Liquid Crystal Display (LCD) indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternate current power supply;

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.



Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make accuracy and performance of same series with maximum capacity in the range of 100 kg to 150 kg and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved said Model has been manufactured.

[F. No. WM-21(360)/2004]

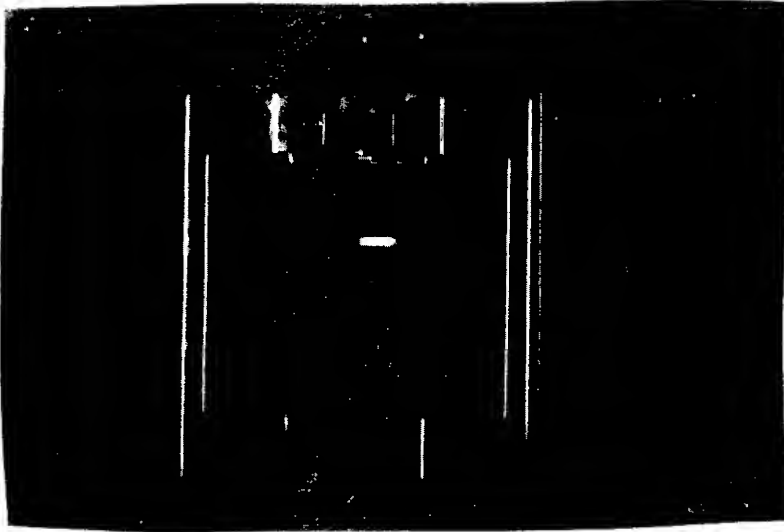
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 24 नवम्बर, 2005

का.आ. 4802.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स मोरपैन लेबोरेट्रीज लिमिटेड, 410, अंतरिक्ष भवन, 22, के. जी. मार्ग, नई दिल्ली-110001 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-II) वाले “एम एस (ग्लास प्रकार)” शृंखला के अंकक सूचन सहित अस्थायित्व, तोलन उपकरण (पर्सन वेंडिंग स्केल) के मॉडल का, जिसके ब्रांड का नाम “डॉ. मोरपैन होम हैल्थ” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/900 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) एक अपरूपण तुलादण्ड प्रकार भार सेल आधारित तोलन उपकरण है। इसकी अधिकतम क्षमता 150 कि.ग्रा. है और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्राम है। इसमें एक लिक्विड क्रिस्टल डिस्प्ले है (एल सी डी) जो आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक भारित आधेयतुलन प्रभाव है, तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्ट्रांपिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी शामिल होंगे जो 5 ग्राम या उससे अधिक के ‘ई’ मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 100 कि. ग्रा. से 150 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(360)/2004]

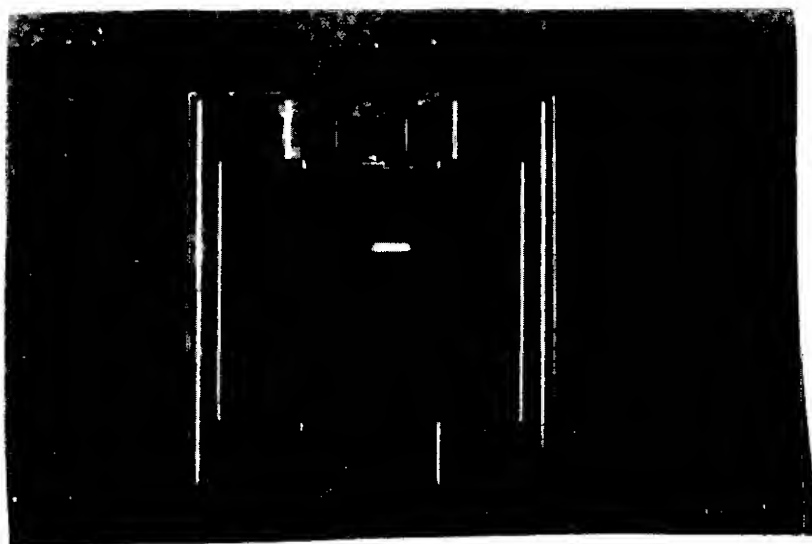
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 24th November, 2005

S.O. 4802.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (See the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument with digital indication (Person weighing scale) of "MS (Glass type)" series of medium accuracy (Accuracy class III) and with brand name "Dr. Morepan Home Health" (hereinafter referred to as the said model), manufactured by M/s. Morepan Laboratories Ltd., 410 Antriksh Bhawan, 22, K. G. Marg, New Delhi-110001 and which is assigned the approval mark IND/09/05/900;

The said model (see the figure given below) is a shear beam type load cell based weighing instrument with a maximum capacity of 150 kg and minimum capacity of 2 kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The Liquid Crystal Display (LCD) indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternate current power supply;



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity in the range of 100 kg to 150 kg and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved said model has been manufactured.

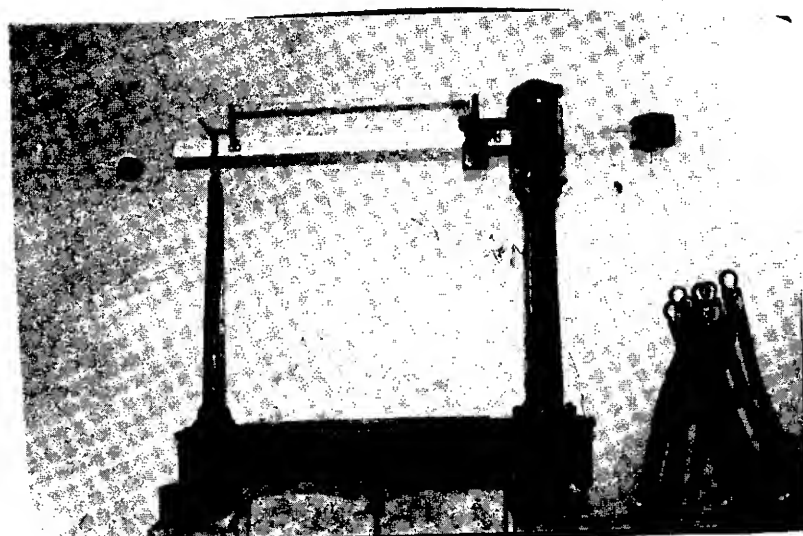
[F. No. WM-21(360)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 नवम्बर, 2005

का.आ. 4803.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स वालटेक एन्टरप्राइजेज, ग्राम और पोस्ट-सिखेरा, जिला मेरठ-250001 उत्तर प्रदेश द्वारा निर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "डब्ल्यू ई-10" शृंखला के अंकक सूचन सहित अस्वचालित, तोलन उपकरण (तोलनपुल स्टीलयार्ड) के मॉडल का, जिसके ब्रांड का नाम "वालटेक एन्टरप्राइजेज" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/05/422 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल स्टीलयार्ड प्रकार लीवर आधारित (तोलनपुल-स्टीलयार्ड प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 10 टन और न्यूनतम क्षमता 40 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 2 कि.ग्रा. है।

स्ट्रांपिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 कि. ग्रा. या उससे अधिक के 'ई' मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान (एन) अंतराल सहित 5 टन से अधिक और 30 टन तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

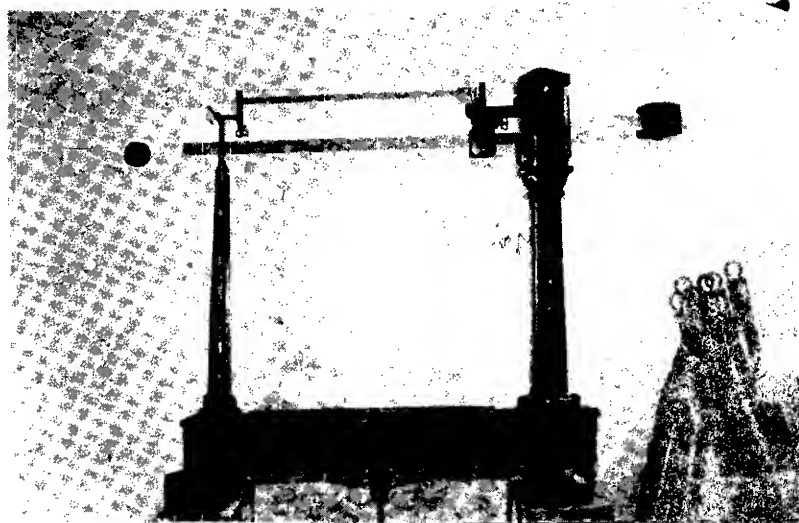
[फा. सं. डब्ल्यू एम-21(86)/2005]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd November, 2005

S.O. 4803.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (See the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Weighbridge-Steelyard type) with analogue indication of "WE-10" series of medium accuracy (Accuracy class III) and with brand name "Waltech Enterprises" (hereinafter referred to as the said model), manufactured by M/s. Waltech Enterprises, Village & Post-Sikhera, District-Meerut-250001, Uttar Pradesh and which is assigned the approval mark IND/09/05/422.



The said model is a steelyard type lever based non-automatic weighing instrument (Weighbridge-Steelyard type) with a maximum capacity of 10 tonne and minimum capacity of 40 kg. The verification scale interval (e) is 2 kg.

In addition to scaling the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and up to 30 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 1 kg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model has been manufactured.

[F. No. WM-21(86)/2005]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 नवम्बर, 2005

का.आ. 4804.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा नीदरलैण्ड मीटिनस्टीट्यूट (एन एम आई), नीदरलैण्ड द्वारा जारी मॉडल अनुमोदन प्रमाण पत्र के साथ उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा 3 के तीसरे परन्तुक और उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स कानट्रेक पी टी वाई लि., 22 हाल स्ट्रीट, हैथ्रान पूर्वी, मेलबोर्न 3123, आस्ट्रेलिया द्वारा विनिर्मित और मैसर्स एस वाई एस कन्ट्रोल सोल्यूशन (आई) प्रा. लि. 10/33 दूसरी मंजिल, लिक्विड रोड, खार (प.) होटल कासल के पास, मुंबई-400052 द्वारा परिवर्धन और परिवर्तन के बिना भारत में बिक्री अंकक संप्रदर्श सहित 1010-2, 1010-4 "फ्लो कम्प्यूटर" (जिसे इसमें उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/03/05/130 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



मॉडल के तकनीकी कारक (ऊपर दी गई आकृति देखें) निम्न प्रकार के हैं;

अधिकतम आयतन उपदर्शन	- 9999.9 या 9999
वर्ग	- 0.5
तापमान रेंज	- 0° सेंटीग्रेड से 50° सेंटीग्रेड
सघनता रेंज	- 654 कि.ग्रा./से.मी. ³ से 1074 कि.ग्रा./सें.मी. ³
द्रव्य का प्रकार	- सभी द्रव्य पेट्रोलियम और रसायन उत्पाद द्रव्य स्थिति में
पर्यावरणीय वर्ग	- सी (बाह्य उपकरण)

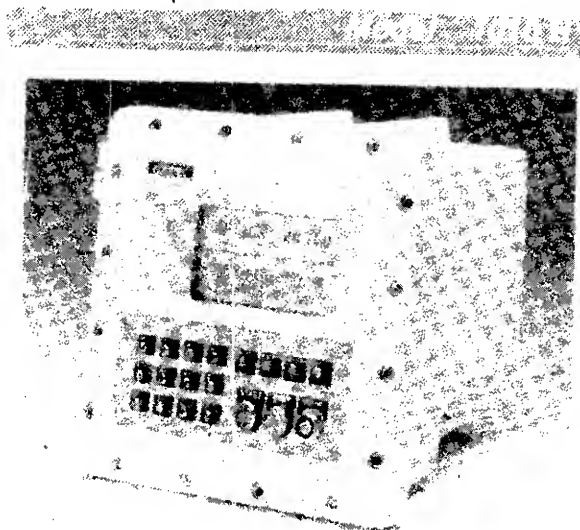
[फा. सं. डब्ल्यू एम-21(254)/2001]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd November, 2005

S.O. 4804.—Whereas the Central Government, after considering the report submitted to it along with the model approval certificate issued by the Netherlands Meetinstituut (NMI), Netherlands is satisfied that the models described in the said report (See the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over period of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by third proviso to Sub-section (3) and sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby approves, issues and publishes the certificate of approval of model of the "1010-2, 1010-4 flowcomputer" with digital display (hereinafter referred to as the model), manufactured by M/s. Contrec PTY Ltd. 22, Hall Street Hathron East, Melbourne 3123, Australia and sold in India without any alteration and additions by M/s. SYS Control Solutions (I) Pvt. Ltd., 10/356, IInd Floor, Linking Road, Khar (W) Near Hotel Castle, Mumbai-400052 and which is assigned the approval mark IND/03/05/130;



The technical features of the model (See the figure given above) are as follows :

Maximum Volume Indication	- 9999.9 or 9999
Class	- 0.5
Temperature range	- 0°C to 50°C
Density Range	- 645 kg/cm ³ to 1074 kg/cm ³
Nature of Liquid	- All liquid petroleum and chemical products in liquid state
Environmental Class	- C (Outer Equipment)

[F. No. WM-21(254)/2001]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 नवम्बर, 2005

का.आ. 4805.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स फाइन डिजिटल सिस्टम, 4, मीना इस्टेट, आदीनाथ सर्कल स्टोर के सामने, भीलवाला रोड, अमशवदी, अहमदाबाद-26, गुजरात द्वारा निर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “एफ एम पी-1” शृंखला के अंकक सूचन सहित अस्वचालित, तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम “फाइन” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/05/563 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गैज प्रकार का लोड सेल आधारित अस्वचालित (प्लेटफार्म प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 100 ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टायिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के ‘ई’ मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

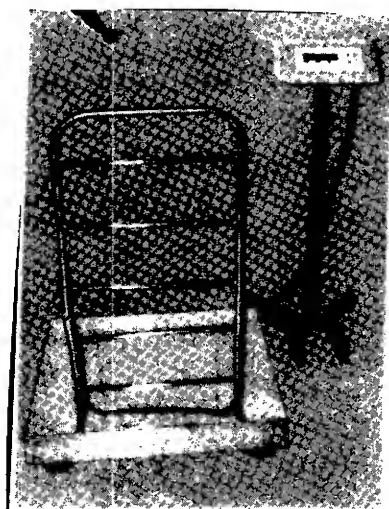
[फा. सं. डब्ल्यू एम-21(357)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd November, 2005

S.O. 4805.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (See the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of "FNP-1" series of medium accuracy (Accuracy class III) and with brand name "FINE" (hereinafter referred to as the said model), manufactured by M/s. Fine Digital System, 4, Meena Estate, Opposite Adinath Circle Store, Bhilwala Road, Amraiwadi, Ahmedabad-26, Gujarat and which is assigned the approval mark IND/09/05/563:



The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000 kg and minimum capacity of 2 kg. The verification scale interval (e) is 100 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg and up to 5000 kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(357)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 नवम्बर, 2005

का.आ. 4806.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स भारत एन्टरप्राइजेज, सी-16, लक्ष्मण पार्क, गली नं. 2, चन्दर नगर, दिल्ली-51 द्वारा बनाए गए यथार्थता वर्ग-III के स्टील टेप मापक (लम्बाई मापक टेप/स्टेचर मीटर) के मॉडल, जिसके ब्राण्ड का नाम "बायोकोन" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/865 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल 1 मि.मी. के साथ 2 मी. लम्बाई का स्टील टेप मापक (लम्बाई मापक टेप/स्टेचर मीटर) है। टेप की चौड़ाई 19 मि.मी. और मोटाई 0.26 मि.मी. है। टेप मापक का रंग सफेद है जबकि ग्रेज्यूएशन का रंग काला है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन, यथार्थता के अनुसार और उसी सामग्री से, जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और 2 मी. की अधिकतम लम्बाई के साथ उसी शृंखला के कार्यपालन के तोलन उपकरण भी होंगे।

[फा. सं. डब्ल्यू एम-21(233)/2005]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd November, 2005

S.O. 4806.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (See the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions:

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of steel tape measure (Height Measuring Tape/Stature Meter) of accuracy class III and with brand name "BIOCON" (hereinafter referred to as the said model), manufactured by M/s Bharat Enterprises, C-16, Laxman Park, Street No. 2, Chander Nagar, Delhi-51 and which is assigned the approval mark IND/09/2005/815:



The said model is a Steel Tape Measure (Height Measuring Tape/Stature Meter) of length 2m with 1mm graduation. The tape has a width of 19mm and thickness of 0.26mm. The color of the tape measure is white where as the color of graduation is black.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the measuring instruments of similar make, accuracy and performance of same series with maximum length of 2m manufactured by the same manufacturer in accordance with the same principle, design, accuracy and with the same materials with which, the said approved model has been manufactured.

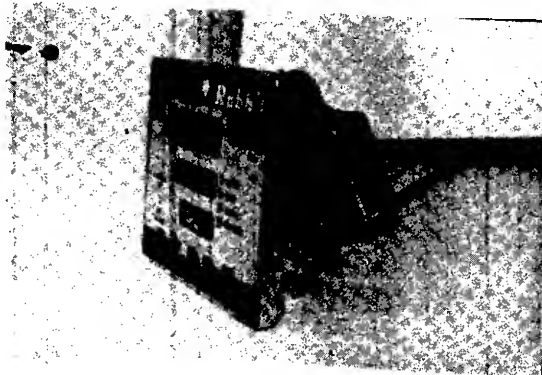
[F. No. WM-21(233)/2005]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 नवम्बर, 2005

का.आ. 4807.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स वी आई इंजीनियर्स, 164B, केनरा बैंक के सामने, पटेल ले आउट, बेगुर रोड, बंगलौर-560060 द्वारा निर्मित "001/2004" शृंखला के अंकक सूचन सहित, स्वतः सूचक टैक्सी मीटर के मॉडल का, जिसके ब्राण्ड का नाम "रेबिट" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/05/476 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



स्टॉपिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

उक्त मॉडल "टैक्सी मीटर" दूरी और समय नापने का उपकरण है जो निरन्तर योग करता रहता है तथा यात्रा के किसी भी समय किराया, लोकयान के यात्री द्वारा तय की गई यात्रा के रूप में प्रदाय प्रभार और कतिपय चाल से नीचे तथा लगाया गया समय, प्राधिकृत टैरिफ के अनुसार अनुपूरक प्रभार की स्वतंत्रता उपदर्शित करता है। मीटर का पाठ सात सिगमेंट विद्युत उत्सर्जक डायोड (एल ई डी) द्वारा उपदर्शित करता है। विद्युत प्रदाय डी सी 8 वोल्ट - 16 वोल्ट है। मीटर "के" फैक्टर 1400 पल्स/कि.मी. है।

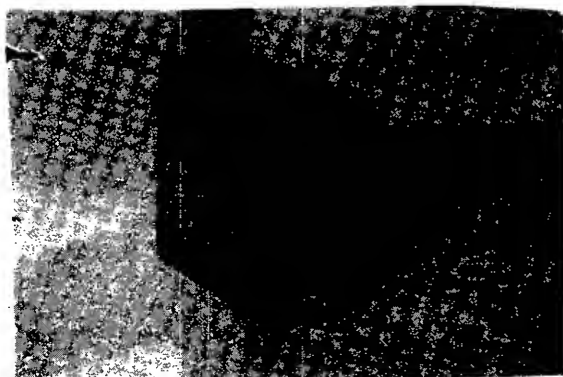
[फा. सं. डब्ल्यू एम-21(212)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd November, 2005

S.O. 4807.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of "Taxi Meter" with digital indication incorporated with a distance (hereinafter referred to as the model) of "VI" series with brand name "Rabbit", manufactured by M/s. VI Engineers, 1643, Opposite Canara Bank, Patel Layout, Begur Road, Bangalore-560068, Karnataka and which is assigned the approval mark IND/09/05/476;



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

The said model "Taxi meter" is a time and distance measuring instrument which totalizes continuously and indicate the fare, at any moment of journey, the charges payable by the passenger of a public vehicle as function of the distance travelled and below a certain speed and the length of the time occupied, independent of supplementatry charges according to the authorized tariffs. The reading of the meter is indicated by seven segment Light Emitting Diode (LED) and power supply is DC 8V-16V. The 'K' factor of the meter is 1400 pulses/kilometre.

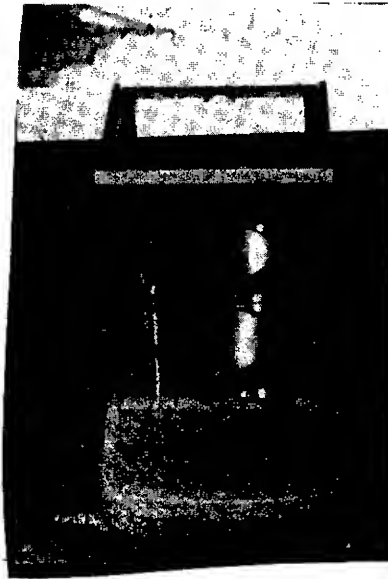
[F. No. WM-21(212)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 नवम्बर, 2005

का.आ. 4808.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सारटोरियस मैकट्रोनिक्स इन्डिया प्रा. लि. 10, तीसरा फेस, पीन्या, 6वां मैन्, के आई ए डी बी इन्डस्ट्रियल एरिया, बंगलौर-560050 द्वारा निर्मित विशेष यथार्थता (यथार्थता वर्ग-1) वाले "टी ई" श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "सारटोरियस" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/05/222 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृति गेज प्रकार का लोड सेल आधारित तोलन उपकरण (टेबल टॉप प्रकार का) है इसकी अधिकतम क्षमता 210 ग्रा. और न्यूनतम क्षमता 100 मि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 1 मि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टॉपिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. या उससे अधिक के 'ई' मान के लिए 50,000 तक की रेंज में सत्यापन मान (एन) अंतराल सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 के हैं; जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

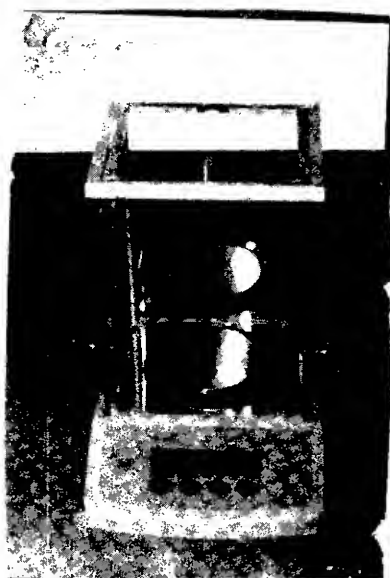
[फा. सं. डब्ल्यू एम-21(105)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd November, 2005

S.O. 4808.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Table top type) with digital indication of "TE" series of special accuracy (accuracy class-I) and with brand name "SARTORIUS" (herein referred to as the said model), manufactured by M/s Sartorius Mechatronics India Pvt. Ltd, 10, 3rd Phase, Peenya, 6th Main, KIADB Industrial Area, Bangalore-560 058 and which is assigned the approval mark IND/09/05/222;



The said model is a monolithic technology principle based non-automatic weighing instrument (Table top type) with a maximum capacity of 210g and minimum capacity of 100mg. The verification scale interval (e) is 1 mg. It has a tare device with a 100 percent subtractive retained tare effect. The liquid crystal display (LCD) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternate current power supply.

In addition to sealing stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg with verification scale interval (n) 50,000 and above for 'e' value of 1 mg or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

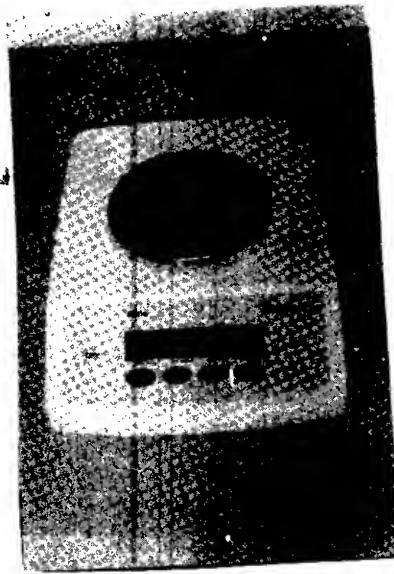
[F. No. WM-21(105)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 नवम्बर, 2005

का.आ. 4809.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सारटोरियस मैकैट्रॉनिक्स इन्डिया प्रा. लि. 10, तीसरा फेस, पोन्त्या, 6वां मैन्, के आई ए डी बी इन्डस्ट्रीयल एरिया, बंगलौर-560050 द्वारा निर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले “जी ई” श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “सारटोरियस” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/05/223 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृति गेज प्रकार का लोड सेल आधारित तोलन उपकरण (टेबल टॉप प्रकार का) है इसकी अधिकतम क्षमता 210 ग्रा. और न्यूनतम क्षमता 200 मि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 10 मि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टॉपिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कण्टपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि.ग्रा. तक ‘ई’ मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के ‘ई’ मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मान (एन) अंतराल सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

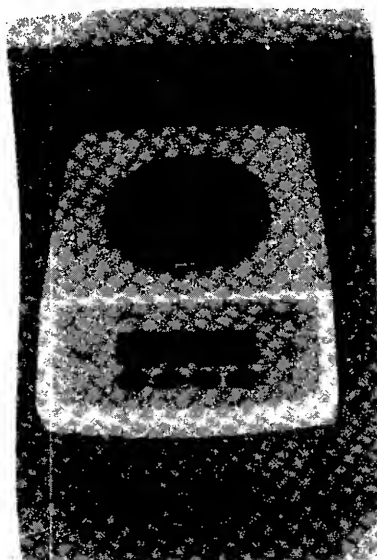
[फा. सं. डब्ल्यू एम-21(105)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd November, 2005

S.O. 4809.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Table top type) with digital indication of "GE" series of high accuracy (accuracy class-II) and with brand name "SARTORIUS" (hereinafter referred to as the said model), manufactured by M/s Sartorius Mechatronics India Pvt. Ltd, 10, 3rd Phase, Peenya, 6th Main, KIADB Industrial Area, Bangalore-560 058 and which is assigned the approval mark IND/09/05/223;



The said model is a strain gauge type load cell principle based non-automatic weighing instrument (Table top type) with a maximum capacity of 210g and minimum capacity of 200mg. The verification scale interval (e) is 10 mg. It has a tare device with a 100 per cent subtractive retained tare effect. The liquid crystal display (LCD) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1 mg to 50 mg and with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100 mg or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principles, design and with the same materials with which, the said approved model has been manufactured.

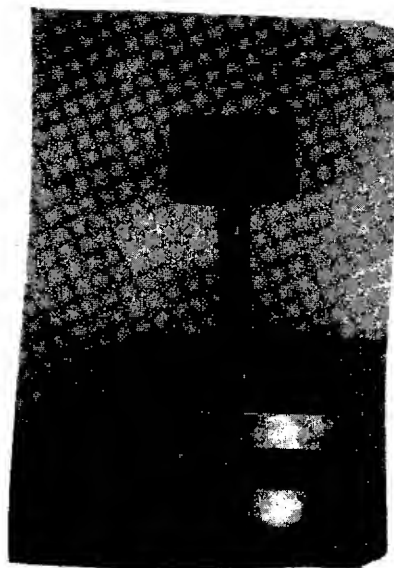
[F. No. WM-21(105)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 नवम्बर, 2005

का.आ. 4810.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सारटोरियस मैकैट्रोनिक्स इण्डिया प्रा. लि., 10, तीसरा फेस, पीन्या, 6वां मैन्, के आई ए डी बी इन्डस्ट्रीयल एरिया, बंगलौर-560050 द्वारा निर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “कोम्बिक्स” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “सारटोरियस” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/05/224 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृति गेज प्रकार का लोड सेल आधारित तोलन उपकरण (टेबल टॉप प्रकार का) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 50 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 1 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत् प्रदाय पर कार्य करता है।

स्टॉपिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि.ग्रा. तक ‘ई’ मान के लिए 100 से 50,000 तक के रेंज में सत्यापन माप मान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 50,000 तक की रेंज में सत्यापन मान (एन) अंतराल सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

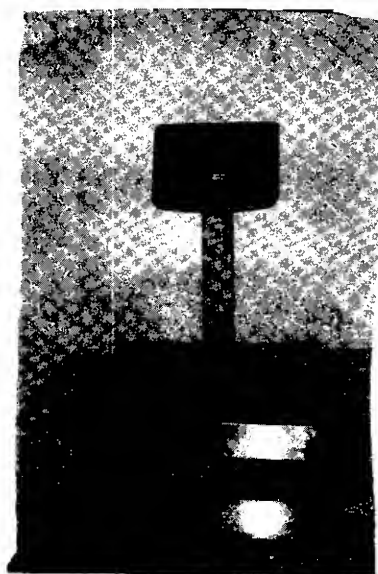
[फा. सं. डब्ल्यू एम-21(105)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd November, 2005

S.O. 4810.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Table top type) with digital indication of "COMBICS" series of medium accuracy (accuracy class-III) and with brand name "SARTORIUS" (herein referred to as the said model), manufactured by M/s. Sartorius Mechatronics India Pvt. Ltd., 10, 3rd Phase, Peenya, 6th Main, KIADB Industrial Area, Bangalore-560 058 and which is assigned the approval mark IND/09/05/224;



The said model is a strain gauge type load cell principle based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg and minimum capacity of 100 g. The verification scale interval (e) is 5 g. It has a tare device with a 100 percent subtractive retained tare effect. The liquid crystal display (LCD) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg to 2 g and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(105)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 नवम्बर, 2005

का.आ. 4811.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सारटोरियस मैकट्रोनिक्स इन्डिया प्रा. लि. 10, तीसरा फेस. पीन्या, 6वां मैन्, के आई ए डी बी इन्डस्ट्रीयल एरिया, बंगलौर-560050 द्वारा निर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “कोम्बिक्स” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम “सारटोरियस” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/05/225 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृति गेज प्रकार भार सेल आधारित अस्वचालित (प्लेटफार्म प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 150 कि.ग्रा. और न्यूनतम क्षमता 400 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 20 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टॉपिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मान (एन) अंतराल सहित 50 कि. से अधिक और 500 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

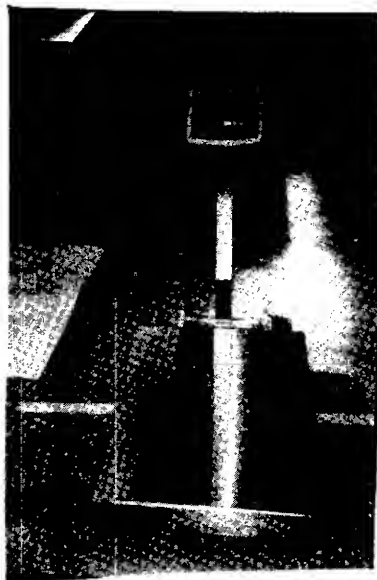
[फा. सं. डब्ल्यू एम-21(105)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd November, 2005

S.O. 4811.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Platform type) with digital indication of "COMBICS" series of medium accuracy (accuracy class-III) and with brand name "SARTORIUS" (hereinafter referred to as the said model), manufactured by M/s Sartorius Mechatronics India Pvt. Ltd, 10, 3rd Phase, Peenya, 6th Main, KIADB Industrial Area, Bangalore-560 058 and which is assigned the approval mark IND/09/05/225;



The said model is a strain gauge type load cell principle based non-automatic weighing instrument (Platform type) with a maximum capacity of 150 kg and minimum capacity of 400 g. The verification scale interval (e) is 20 g. It has a tare device with a 100 per cent subtractive retained tare effect. The liquid crystal display (LCD) display indicates the weighing result. The instrument operates on 230 Volts, 50-Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg and up to 500 kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principles, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(105)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 नवम्बर, 2005

का.आ. 4812.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सारटोरियस मैकैट्रॉनिक्स इण्डिया प्रा. लि. 10, तीसरा फेस, पीन्या, 6वां मेन, के आई ए डी बी इन्डस्ट्रीयल एरिया, बंगलौर-560050 द्वारा निर्मित मध्यम यथार्थता (यथार्थता वर्ग-I) वाले “जी ई” श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “सारटोरियस” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/05/226 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल मोनोलिथिक प्रायोगिक सिद्धांत आधारित अस्वचालित (टेबल टॉप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 1300 ग्रा. और न्यूनतम क्षमता 1 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 10 मि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टॉपिंग स्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. या उससे अधिक के “ई” मान के लिए 50,000 तक की रेंज में सत्यापन मान (एन) अंतराल सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$ के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

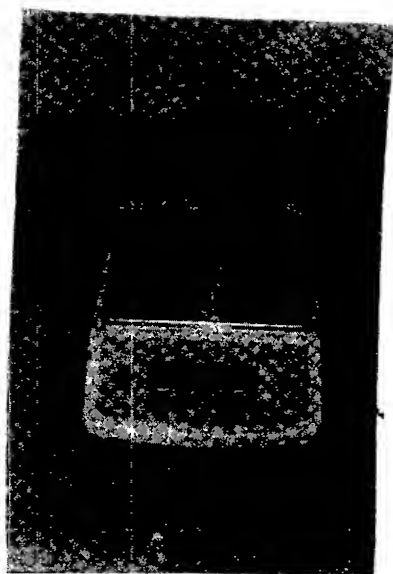
[फा. सं. डब्ल्यू एम-21(105)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd November, 2005

S.O. 4812.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Table top type) with digital indication of “GE” series of Special accuracy (accuracy class-I) and with brand name “SARTORIUS” (herein referred to as the said model), manufactured by M/s. Sartorius Mechatronics India Pvt. Ltd., 10, 3rd Phase, Peenya, 6th Main, KIADB Industrial Area, Bangalore-560 058 and which is assigned the approval mark IND/09/05/226;



The said model is a monolithic technology principle based non-automatic weighing instrument (Table top type) with a maximum capacity of 1300g and minimum capacity of 1g. The verification scale interval (e) is 10 g. It has a tare device with a 100 per cent subtractive retained tare effect. The liquid crystal display (LCD) display indicates the weighing result. The instrument operates on 230 Volts, 50-Hertz alternative current power supply.

In addition to sealing stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50 kg with verification scale interval (n) 50,000 and above for ‘e’ value of 1 mg or more and with ‘e’ value of 1×10^k , 2×10^k , or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21(105)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 नवम्बर, 2005

का.आ. 4813.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सारटोरियस सैकाट्रोनिक्स इण्डिया प्रा. लि. 10, तीसरा फेस, पोन्ना, 6वां मेन, के आई ए डी बी इन्डस्ट्रीयल एरिया, बंगलौर-560058 द्वारा निर्मित विशेष यथार्थता (यथार्थता वर्ग-I) वाले “जी डी” श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “सारटोरियस” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/05/227 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल मोनालिटिक प्रायोगिक सिद्धांत आधारित अस्वचालित (टेबल टॉप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 605 सीटी और न्यूनतम क्षमता 0.5 सीटी है। सत्यापन मापमान अंतराल (ई) का मान 0.005 सीटी (1 मि. ग्रा.) है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी शामिल होंगे जो 1 मि. ग्रा. या उससे अधिक के ‘ई’ मान के लिए 50,000 तक की रेंज में सत्यापन मान (एन) अंतराल सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$ के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(105)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd November, 2005

S.O. 4813.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the non-automatic weighing instrument (Table top type) with digital indication of "GD" series of special accuracy (accuracy Class-I) and with a brand name "SARTORIUS" (herein referred to as the said model), manufactured by M/s. Sartorius Mechatronics India Pvt. Ltd., 10, 3rd Phase, Peenya, 6th Main, K1ADB Industrial Area, Bangalore-560058 and which is assigned the approval mark IND/09/05/227.



The said model is a monolithic technology principle based non-automatic weighing instrument (Table top type) with a maximum capacity of 605 ct and minimum capacity of 0.5 ct. The verification scale interval (e) is 0.005 ct (1 mg). It has a tare device with a 100 per cent subtractive retained tare effect. The liquid crystal display (LCD) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg or equivalent value in carat with verification scale interval (n) 50,000 and above for 'e' value of 1 mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

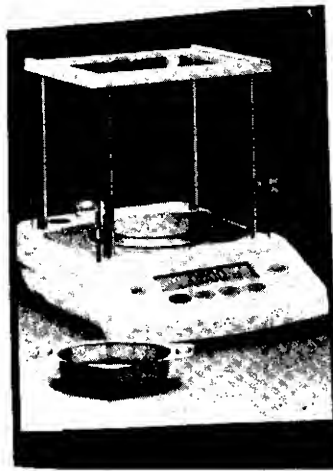
[F. No. WM-21(105)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 नवम्बर, 2005

का.आ. 4814.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सारटोरियस मैकैट्रॉनिक्स इण्डिया प्रा. लि. 10, तीसरा फेस, पोन्त्या, 6वां मैन्, के आई ए डी बी इन्डस्ट्रीयल एरिया, बंगलौर-560050 द्वारा निर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले “जी डी” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “सारटोरियस” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/05/228 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल मोनालिथिक प्रायोगिक सिद्धांत आधारित अस्वचालित (टेबल टॉप प्रकार) तोलन उपकरण है। इसका अधिकतम क्षमता 185 सीटी और न्यूनतम क्षमता 0.1 सीटी है। सत्यापन मापमान अंतराल (ई) का मान 0.005 सीटी (1 मि. ग्रा.) है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी शामिल होंगे जो 1 मि. ग्रा. से 50 मि. ग्रा. तक ‘ई’ मान के लिए 100 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के ‘ई’ मान के लिए 5,000 से 50,00 तक की रेंज में सत्यापन मान (एन) अंतराल सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और ‘ई’ मान 1×10^3 , 2×10^3 या 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

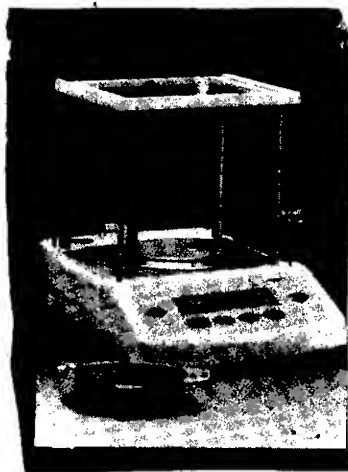
[फा. सं. डब्ल्यू एम-21(105)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd November, 2005

S.O. 4814.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Table top type) with digital indication of "GD" series of high accuracy (accuracy class-II) and with a brand name "SARTORIUS" (hereinafter referred to as the said model), manufactured by M/s. Sartorius Mechatronics India Pvt. Ltd., 10, 3rd Phase, Peenya, 6th Main, KIADB Industrial Area, Bangalore-560058 and which is assigned the approval mark IND/09/05/228.



The said model is a monolithic technology principle based non-automatic weighing instrument (Table top type) with a maximum capacity of 185 ct and minimum capacity of 0.1 ct. The verification scale interval (e) is 0.005 ct (1 mg). It has a tare device with a 100 per cent subtractive retained tare effect. The liquid crystal display (LCD) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent from opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg or equivalent unit in carat with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1 mg to 50 mg and with verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 100 mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principles, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(105)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 नवम्बर, 2005

का.आ. 4815.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् वह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सारटोरियस कैकट्रोनिक्स इण्डिया प्रा. लि. 10, तीसरा फेस, पीन्या, 6वां मेन, के आई ए डी बी इन्डस्ट्रीयल एरिया, बंगलौर-560058 द्वारा निर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "कोम्बिक्स" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "सारटोरियस" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/05/229 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृति गेज प्रकार भार सेल आधारित अस्वचालित (टेबल टॉप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि. ग्रा. और न्यूनतम क्षमता 50 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 1 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि. ग्रा. तक 'ई' मान के लिए 100 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 50,000 तक की रेंज में सत्यापन मान (एन) अंतराल सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

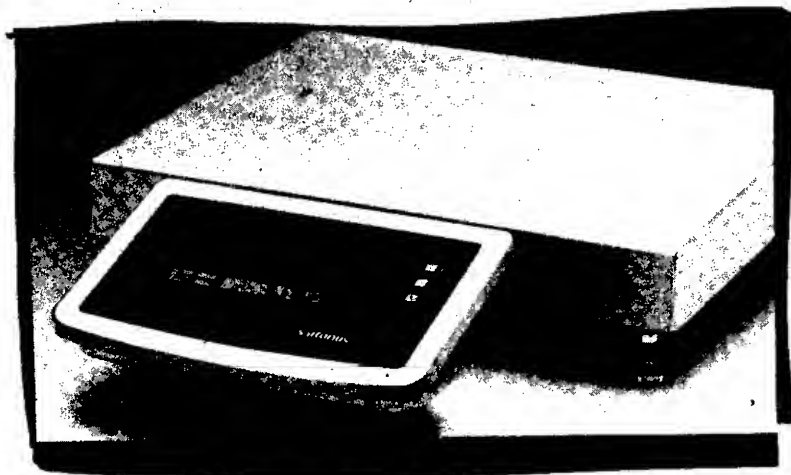
[फा. सं. डब्ल्यू एम-21(105)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd November, 2005

S.O. 4815.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Table top type) with digital indication of "COMBICS" series of high accuracy (accuracy class-II) and with brand name "SARTORIUS" (herein referred to as the said model), manufactured by M/s. Sartorius Mechatronics India Pvt. Ltd., 10, 3rd Phase, Peenya, 6th Main, KIADB Industrial Area, Bangalore-560058 and which is assigned the approval mark IND/09/05/229.



The said model is a strain gauge type load cell principle based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg and minimum capacity of 50 g. The verification scale interval (e) is 1 g. It has a tare device with a 100 per cent subtractive retained tare effect. The liquid crystal display (LCD) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity upto 50 kg with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1 mg to 50 mg and with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100 mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

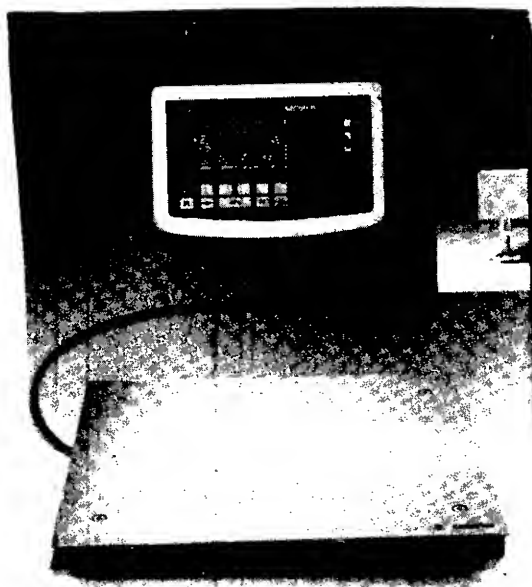
[F. No. WM-21(105)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 नवम्बर, 2005

का.आ. 4816.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सारटोरियस मैकैट्रॉनिक्स इण्डिया प्रा. लि. 10, तीसरा फेस, पीन्या, 6वां मैन्, के आई ए डी बी इन्डस्ट्रीयल एरिया, बंगलौर-560050 द्वारा निर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "कोम्बिक्स" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "सारटोरियस" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/05/230 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृति गेज प्रकार भार सेल आधारित अस्वचालित (प्लेटफार्म प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 1500 कि. ग्रा. और न्यूनतम क्षमता 5 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. या उससे अधिक के 'ई' मान के लिए 5,000 से 50,000 तक की रेंज में सत्यापन मान (एन) अंतराल सहित 50 कि. ग्रा. से अधिक और 5000 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

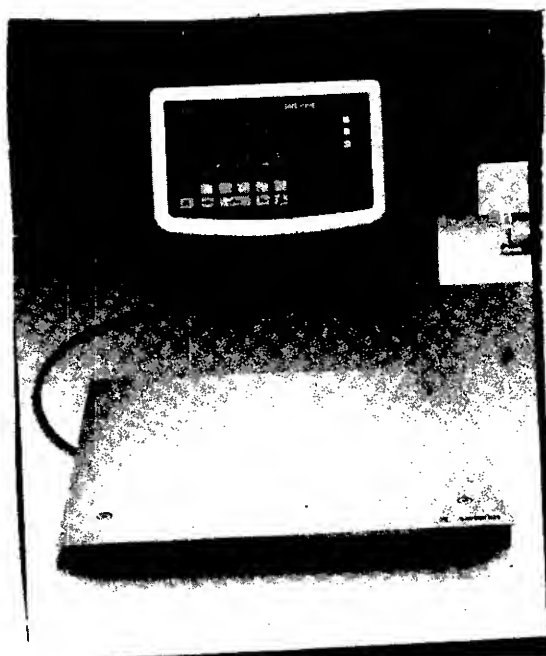
[फा. सं. डब्ल्यू एम-21(105)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd November, 2005

S.O. 4816.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Platform type) with digital indication of "COMBICS" series of high accuracy (accuracy class-II) and with brand name "SARTORIUS" (hereinafter referred to as the said model), manufactured by M/s. Sartorius Mechatronics India Pvt. Ltd., 10, 3rd Phase, Peenya, 6th Main, KIADB Industrial Area, Bangalore-560058 and which is assigned the approval mark IND/09/05/230;



The said model is a strain gauge type load cell principle based non-automatic weighing instrument (Platform type) with a maximum capacity of 1500 kg and minimum capacity of 5 kg. The verification scale interval (e) is 100 g. It has a tare device with a 100 per cent subtractive retained tare effect. The liquid crystal display (LCD) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg and up to 5000 kg with verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 100 mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(105)/2004]

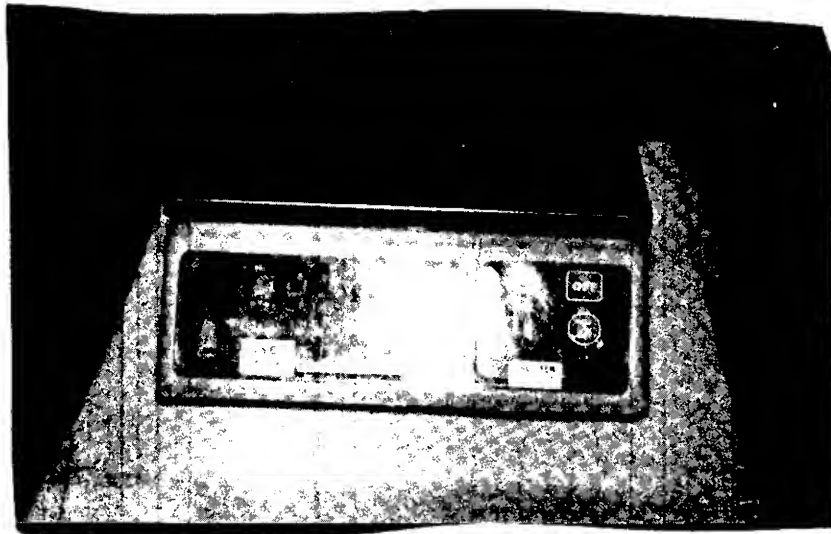
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 नवम्बर, 2005

का.आ. 4817.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अक्ष केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स इलेक्ट्रॉनिक सिस्टम, 36, पीपल मण्डी, देहरादून-248001, उत्तरांचल द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "एच एल" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "ए एण्ड डी हाना कोरिया" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/915 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत गेज प्रकार का भार सैल आधारित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) है। इसकी अधिकतम क्षमता 15 कि. ग्रा. और न्यूनतम क्षमता 50 ग्रा. है। सत्यापन मापमान अंतराल (ई) 1 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टाम्पिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबन्द किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि. ग्रा. के 'ई' मान के लिए 100 से 5,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 5,000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 किलोग्राम तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$ के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(174)/2005]

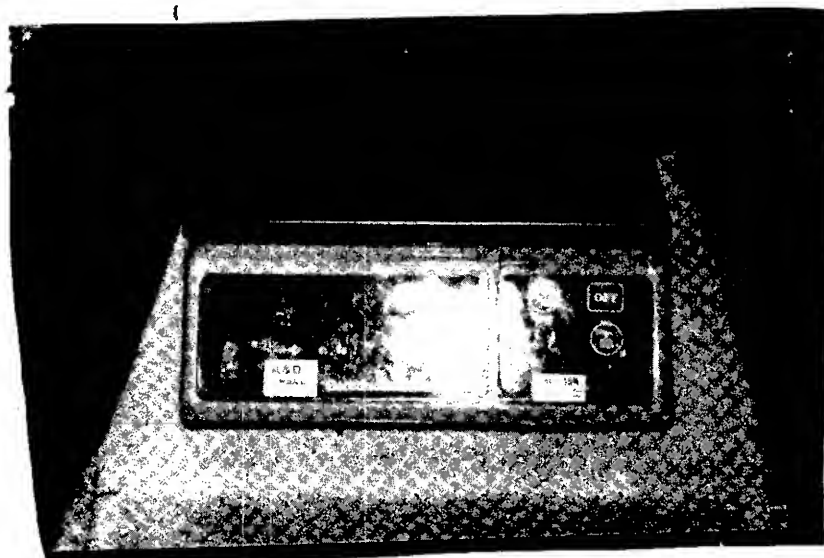
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd November, 2005

S.O. 4817.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of "HL" series of high accuracy (accuracy class-II) and with brand name "A & D HANA KOREA" (hereinafter referred to as the said model), manufactured by M/s. Electronic System, 36, Peepal Mandi, Dehradun-248001, Uttaranchal and which is assigned the approval mark IND/09/2005/915:

The said model (See the figure given below) is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 15 kg and minimum capacity of 50 g. The verification scale interval (e) is 1 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternate current power supply.



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity upto 50 kg and with number of verification scale interval (n) in the range of 100 to 5,000 for 'e' value of 1 mg to 50 mg and with number of verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 100 mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(174)/2005]

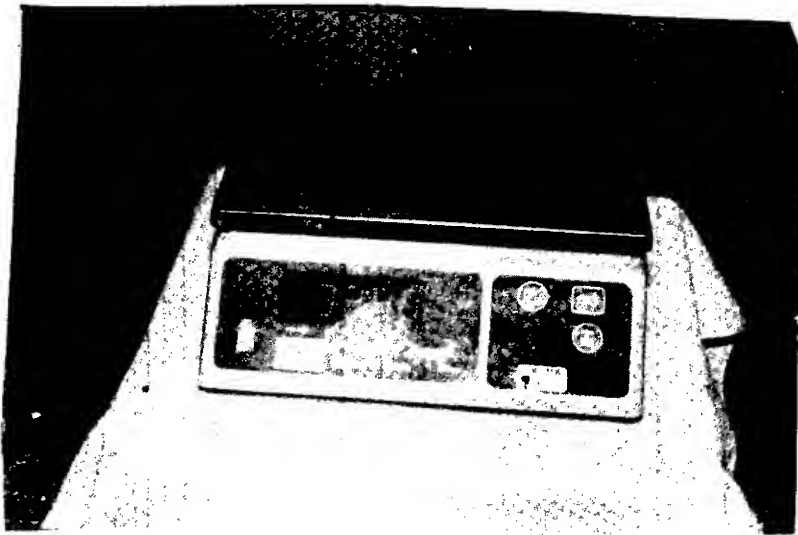
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 नवम्बर, 2005

का.आ. 4818.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स इलैक्ट्रॉनिक सिस्टम, 36, पीपल मण्डी, देहरादून-248001, उत्तरांचल द्वारा विनिर्मित उच्च यथार्थता वर्ग (यथार्थता वर्ग-II) वाले "सी के" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "कैश कोरिया" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/914 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत गेज प्रकार का भार सैल आधारित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) है। इसकी अधिकतम क्षमता 15 किलो ग्राम है और न्यूनतम क्षमता 50 ग्रा. है। सत्यापन मापमान अंतराल (ई) 1 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत् प्रदाय पर कार्य करता है।



स्ट्रांपिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबन्द किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से, जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि. ग्रा. के 'ई' मान के लिए 100 से 5000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के 'ई' मान के लिए 5,000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 किलोग्राम तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(174)/2005]

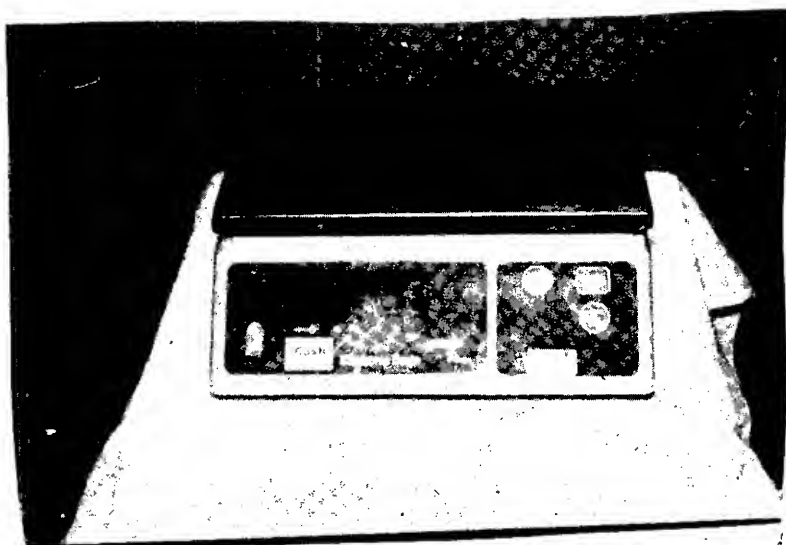
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd November, 2005

S.O. 4818.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of "CK" series of high accuracy (Accuracy Class-II) and with brand name "CASH KOREA" (hereinafter referred to as the said model), manufactured by M/s. Electronic System, 36, Peepal Mandi, Dehradun-248 001, Uttaranchal and which is assigned the approval mark IND/09/2005/914;

The said model (see the figure given below) is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 15 kg and minimum capacity of 50 g. The verification scale interval (e) is 1g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity up to 50 kg and with number of verification scale interval (n) in the range of 100 to 5000 for 'e' value of 1mg to 50 mg and with number of verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100 mg or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(174)/2005]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 नवम्बर, 2005

का.आ. 4819.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स इलैक्ट्रॉनिक सिस्टम, 36, पीपल मण्डी, देहरादून-248001, उत्तरांचल द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले "जी एफ" श्रृंखला के अंकक सूचन सहित स्वसूचक, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "ए एण्ड डी हाना कोरिया" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/916 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृति गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) है। इसकी अधिकतम क्षमता 500 किलो ग्राम है और न्यूनतम क्षमता 1 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 50 ग्रा. है। इसमें एक आधेयतुलन युक्त है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श-तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्ट्यांपिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबन्द किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से, जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 किलोग्राम से अधिक और 1,000 किलोग्राम तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(174)/2005]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd November, 2005

S.O. 4819.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the self indicating, non-automatic, (Platform type) weighing instrument with digital indication of "GF" series of medium accuracy (Accuracy class-III) and with brand name "A & D HANA KOREA" (hereinafter referred to as the said model), manufactured by M/s Electronic System, 36, Peepal Mandi, Dehradun-248 001, Uttranchal and which is assigned the approval mark IND/09/2005/916;

The said model (see the figure given below) is a strain gauge type load cell based weighing instrument with a maximum capacity of 500 kg and minimum capacity of 1 kg. The verification scale interval (e) is 50 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50-Hertz alternate current power supply.



In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of same series with maximum capacity above 50 kg and upto 1,000kg and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer with the principle, design and with the same materials with which the said approved model has been manufactured.

[F.No. WM-21(174)/2005]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 नवम्बर, 2005

का.आ. 4820.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स वल्लभ-इंडस्ट्रीज, 19ए, मनौली हाऊस, प्रेम नगर के पास, अम्बाला सिटी-134003 द्वारा विनिर्मित सामान्य यथार्थता वर्ग (यथार्थता वर्ग-IV) समानान्तर सूचन सहित अस्वर्चालित तोलन उपकरण (स्प्रिंग बैलेंस हैंडिंग प्रकार) के मॉडल का, जिसके ब्रांड का नाम "क्राउन" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/944 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।

उक्त मॉडल मैकेनिकल स्प्रिंग आधारित तोलन उपकरण है। इसकी अधिकतम क्षमता 200 कि.ग्रा. और न्यूनतम क्षमता 10 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 1 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। पैमाने पर सुई माप का परिणाम उपदर्शित करती है।



स्ट्रापिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 500 ग्रा. या उससे अधिक के "ई" मान के लिए 100 से 1000 तक की रेंज में सत्यापन मान अंतराल सहित 50 कि.ग्रा. से 500 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(291)/2003]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd November, 2005

S.O. 4820.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument with analogue indication (Spring balance-hanging type) of ordinary accuracy (Accuracy class-IV) and with brand name "CROWN" (hereinafter referred to as the said model), manufactured by M/s. Vallabh Industries, 19A, Manauli House, Near Prem Nagar, Ambala City-134 003, Haryana and which is assigned the approval mark IND/09/2005/944;

The said model (see the figure given below) is a mechanical spring based weighing instrument with a maximum capacity of 200 kg and minimum capacity of 10 kg. The verification scale interval (e) is 1 kg. A pointer on a scale indicates the result of measurement.



In addition to sealing stamping the plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity in the range from 50 kg and up to 500 kg and with number of verification scale interval (n) in the range of 100 to 1000 for 'e' value of 500 g or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved said model has been manufactured.

[F. No. WM-21(291)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 नवम्बर, 2005

का.आ. 4821.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स यूनीवर्सल पोली पैक # 2 और 3, पुरानी ई एस आई रोड, रामपुरम, अम्बतुर, चेन्नई-600053 द्वारा विनिर्मित “अप्पैक-2000 एल” शृंखला के स्वतः सूचक सहित भरण मशीन (ग्रेविटी फिल्टर) के मॉडल का, जिसके ब्रांड का नाम “युनिवर्सल” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/917 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल एक स्वचालित भरण मशीन (ग्रेविटी फिल्टर) है। इसकी अधिकतम क्षमता 2000 ग्राम और न्यूनतम क्षमता 2 ग्राम अथवा मि.ली. में समतुल्य आयतन के बराबर है। यह गुरुत्वाकर्षण प्रवाह के सिद्धान्त पर कार्य करती है तथा बिना चिकनाई वाले द्रव जैसे फैबरिक, व्हाईटनर, ब्ल्यू, दुग्ध, छाछ, ताड़ी, खनिज जल इत्यादि को भरने के लिए प्रयोग की जाती है। यह पैकेट के आकार तथा भरे जाने वाले द्रव की मात्रा के आधार पर एक मिनट में (अधिकतम) 30 से 50 पैकेट भरती है।



स्टॉपिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 2 ग्रा. से 2000 ग्राम तक की क्षमता वाले हैं।

[फा. सं. डब्ल्यू एम-21(160)/2005]

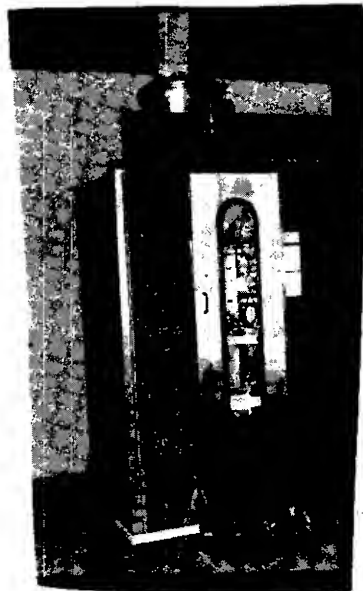
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd November, 2005

S.O. 4821.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of self indicating, Automatic Filling Machine (Gravity Filler) of "UPPACK-2000L" series with brand name "UNIVERSAL" (hereinafter referred to as the said Model), manufactured by M/s Universal Poly Pack, # 2 & 3, Old E.S.I. Road, Ramapuram, Ambattur, Chennai-600 053 and which is assigned the approval mark IND/09/2005/917;

The said model is an automatic filling machine (gravity filler) with a capacity in the range of 2g to 2000g or equivalent volume in ml. It works on the principle of gravity flow and used for filling of all free flowing non-viscous liquids like fabric, whitener, blue, milk, butter milk, arrack, mineral water etc. It fills 30 to 50 packets per minute (max.) depending upon the size of the pack and quantity of liquid to be filled.



In addition to sealing stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make and performance of same series with capacity in the range of 2g to 2000g manufactured by same manufacturer in accordance with the same principle, design, accuracy and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(160)/2005]

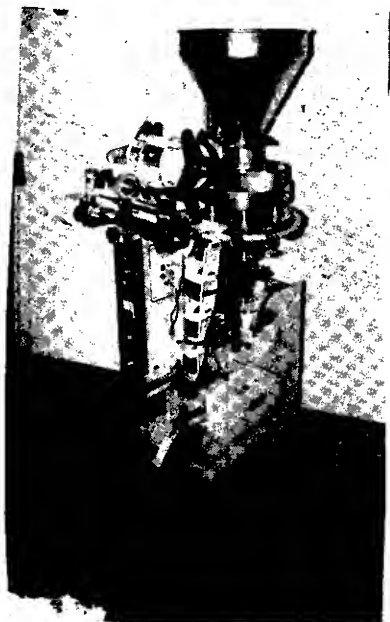
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 नवम्बर, 2005

का.आ. 4822.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स युनिवर्सल पोली पैक # 2 और 3, पुरानी ई एस आई रोड, रामपुरम, अम्बतुर, चेन्नई-600053 द्वारा विनिर्मित "अपैक-2000 पी" शृंखला के स्वतः सूचक सहित भरण मशीन (कप फिल्लर) के मॉडल का, जिसके ब्रांड का नाम "युनिवर्सल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/918 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) एक स्वचालित भरण मशीन (कप फिल्लर) है। इसकी अधिकतम क्षमता 5000 ग्राम और न्यूनतम क्षमता 2 ग्राम है। इसका उपयोग सहज प्रवाह वाले उत्पाद जैसे चाय, मसाले, चीनी, चावल, नमक, सूजी, ग्रेन्यूल्स (टुकड़ा/कणी) डिटरजेंट, औषध, बीज, कृषि उत्पाद इत्यादि के भरण के लिए किया जाता है। यह एक मिनट में (अधिकतम) 10 से 50 पैकेट भरती है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टॉपिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 20 ग्रा. से 5000 ग्राम तक की क्षमता वाले हैं।

[फा. सं. डब्ल्यू एम-21(160)/2005]

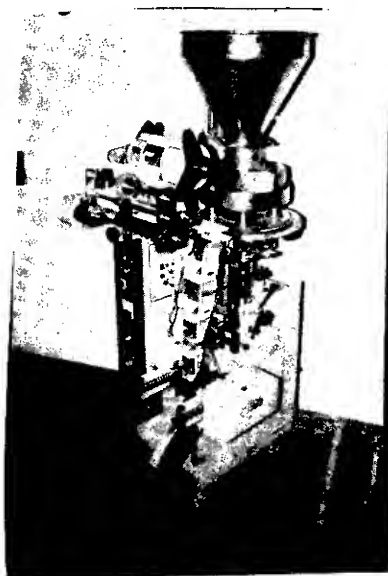
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd November, 2005

S.O. 4822.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of self indicating, automatic filling machine (Cup Filler) of "UPPACK-2000 P" series with brand name "UNIVERSAL" (hereinafter referred to as the said Model), manufactured by M/s. Universal Poly Pack, # 2 & 3, Old E.S.I. Road, Ramapuram, Ambattur, Chennai-600053 and which is assigned the approval mark IND/09/2005/918;

The said model (see the figure given below) is an automatic filling machine (Cup Filler) with a capacity range of 2g to 5000g. It is used for filling the free flowing products like tea, spices, sugar, rice, salt, suji, granules, detergents, pharmaceuticals, seeds, agricultural products etc. It fills 10 to 50 packets per minute (max). The instrument operates on 230-Volts and 50-Hertz alternate current power supply;



In addition to sealing stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make and performance of same series with capacity in the range of 20g to 5000g manufactured by the same manufacturer in accordance with the same principle, design, accuracy and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(160)/2005]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 26 दिसम्बर, 2005

का. आ. 4823.—केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इसमें पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत के राजपत्र, तारीख 10-04-05 में प्रकाशित भारत सरकार पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. संख्या 876 तारीख 04-04-05 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, गुजरात रिफाइनरी से धुमाड टैंक फार्म तक पेट्रोलियम उत्पादों के परिवहन के लिए गुजरात रिफाइनरी इंडियन ऑयल कॉर्पोरेशन लिमिटेड, बडौदा द्वारा पाइपलाइन विछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियां तारीख 18-02-05 तक जनता का उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अनुसरण में केन्द्रीय सरकार को रिपोर्ट दे दी है ;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित किया जाए ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किए जाने की घोषणा करती है ;

और यह कि केन्द्रीय सरकार, उक्त धारा की उप-धारा (४) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निदेश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लगमों से मुक्त होकर गुजरात रिफाइनरी, इंडियन ऑयल कोर्पोरेशन लिमिटेड बडौदा में निहित होगा;

अनुसूची

तालुका : बडौदा

जिल्ला : बडौदा

राज्य : गुजरात

गाँव का नाम	सर्वेक्षण / खंडसं	क्षेत्रफल हेक्टर / और / चौ. मी.
रनोली	927	0.21.95
	926	0.01.16
	928	0.34.78
	352	0.39.74
पदमला	423	0.04.81
	424	0.07.08
अजोड	143	0.17.28

[फा. सं. आर-25011/6/2000-ओ.आर.-I]

एस. के. चिटकारा, अवर सचिव

Ministry of Petroleum and Natural Gas

New Delhi, the 26th December, 2005

S. O. 4823.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.No.876 dated **04/04/2004**, issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of right of user in Land) Act, 1962 (50 of 1962), (herein after referred to as the said act), published in the Gazette of India dated **10th April 2004**, the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of Petroleum products from Gujarat Refinery to Dumad Tank Farm by Gujarat Refinery, Indian Oil Corporation Ltd., Vadodara.

And whereas copies of the Gazette notification were made available to the public from **18th February 2005..**

And whereas the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (1) of the said section, the Central Government hereby declares that the right of user in the said land shall, instead of vesting in the Central Government, vest free from all encumbrances, in Gujarat Refinery, Indian Oil Corporation Ltd., Vadodara.

SCHEDULE

Taluka: Vadodara

District: Vadodara

State: Gujarat

Name of Village	Survey No.	Part if Any	ROU Area		
			Ha.	Ar.	Sq. Mt.
1	2	3	4		
Ranoli	927		00	21	95
	926		00	01	16
	928		00	34	78
	352		00	39	74
Padamala	423		00	04	81
	424		00	07	08
Aajod	143		00	17	28

[F. No. R-25011/6/2000-O.R.-I]
S. K. CHITKARA, Under Secy.

नई दिल्ली, 28 दिसम्बर, 2005

का. आ. 4824.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मेसर्स गैस ट्रांसपोर्टेशन एण्ड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड की संप्रवर्तक कंपनी मेसर्स रिताएस इंडस्ट्रीज लिमिटेड के गोवा में उत्तरी/दक्षिणी अपतट में खोज ब्लॉकों और आन्ध्र प्रदेश में संरचनाओं से आन्ध्रप्रदेश राज्य में कृष्णा, खम्मम और नलगोंडा जिलों के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिये मेसर्स गैस ट्रांसपोर्टेशन एण्ड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिये ;

और केन्द्रीय सरकार को उक्त पाइपलाइनें बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख से जिससे उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर पाइपलाइनें बिछाए जाने के लिए उपयोग के अधिकार के अर्जन के लिए श्री. पी. वुच्चारेडडी, सक्षम प्राधिकारी, गैस ट्रांसपोर्टेशन एण्ड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड, पाइपलाइन परियोजना, 403, 'सी' एवरेस्ट ब्लॉक, आदित्या एन्कलेव, अमीरपेट, हैदराबाद, आंध्रप्रदेश राज्य पिन 500 038 को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची				
मंडल : पेनुगुचिप्रोलु		जिल्ला : कृष्णा		राज्य : आन्ध्र प्रदेश
गांव का नाम	सर्वे सं. /सब डिविजन सं.	आर ओ यू अर्जित करने के लिए क्षेत्रफल		
		हेक्टर	एर	सि एर
1	2	3	4	5
1) गुम्माडिडुरु	2/11	0	08	05
	2/12	0	04	80
	2/4	0	16	15
	4	0	16	70
	5/15	0	13	45
	5/16	0	07	20
	5/7	0	50	70
	5/8	0	00	40
	6/1*	0	34	15
	6/3	0	06	85
	8/2	0	00	35

1	2	3	4	5
1) गुम्माडिदुरु (निरंतर)	10/2	0	35	15
	10/5	0	06	55
	10/6	0	32	75
	10/8	0	18	85
	11/1*	0	71	30
	53/1	0	34	55
	53/2	0	41	05
	58/2	0	02	20
	58/3	0	00	10
	58/5	0	00	25
	60/1	0	38	70
	60/2	0	00	60
	61/1	0	00	10
	61/2	0	03	05
	61/3	0	40	70
	61/4	0	06	80
	62	0	26	75
	63	0	03	00
	64/1	0	00	25
	64/3	0	21	80
	65	0	04	65
	66/3	0	04	40
	66/4	0	13	10
	66/5	0	13	90
	66/6	0	12	85
	66/7	0	12	30
	78	0	04	30
	81/3	0	03	85
	81/4	0	12	20
	130/4	0	00	10
	130/7	0	10	35
	131	0	07	25
	141/2	0	00	40
	142	0	27	75
	143	0	41	20
	144	0	23	80
	145/1	0	31	20
	146	0	07	20
	147/1ए	0	04	65
	153/6	0	27	75

1	2	3	4	5
1) गुम्माडिदुरुरु (निरंतर)	154/1	0	19	95
	154/2	0	05	05
	154/3	0	11	90
	155	0	21	20
	156	0	36	55
	176/2	0	23	95
	176/3	0	19	00
	176/5	0	28	35
	176/6	0	00	15
	177/9	0	13	10
	177/10	0	12	85
	177/11	0	00	55
	177/12	0	32	80
	178	0	02	45
	180	0	07	00
	सर्वे नं 6/1 में	0	03	80
2) पेनुगचिप्रोलु	271/3ए	0	00	70
	271/3वी	0	36	80
	735/6ए	0	04	65
	735/6वी	0	06	00
मंडल : कोदाड	जिल्ला : नलगोंडा	राज्य : आन्ध्र प्रदेश		
1) अर्नतगिरि	953	0	00	10

* का.आ. 1757, दिनांक: 16 -06 -2003 द्वारा पी.एम.पी. ऐक्ट, 1962 की धारा 3 की उपधारा (1) के अन्तर्गत सूचित किये गये सर्वे नंबर। इस प्रतिपादन नया विस्तीर्ण केलिए।

[फा. सं. एल-14014/17/2003-जी.पी.]

एस. बी. मंडल, अवर सचिव

New Delhi, the 28th December, 2005

S. O. 4824.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from the exploration blocks in the Northern/Southern Offshore of Goa and Structures in Andhra Pradesh of M/s Reliance Industries Limited, the promoter company of M/s Gas Transportation and Infrastructure Company Limited to the various consumers of Krishna, Khammam and Nalgonda Districts in the state of Andhra Pradesh, a pipeline should be laid by M/s Gas Transportation and Infrastructure Company Limited;

And whereas it appears to the Central Government that for the purpose of laying the said Pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962(50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri. P. Butcha Reddy, Competent Authority, Gas Transportation and Infrastructure Company Limited, Pipeline Project, 403, 'C'-Everest Block, Aditya Enclave, Ameerpet, Hyderabad, Andhra Pradesh, Pin-500 038.

Schedule				
Mandal : Penuganchiprolu		District : Krishna		State : Andhra Pradesh
Village	Survey No./Sub-Division No.	Area to be acquired for ROU		
		Hectare	Are	C-Are
1	2	3	4	5
1. Gummadidurru	2/11	0	08	05
	2/12	0	04	80
	2/4	0	16	15
	4	0	16	70
	5/15	0	13	45
	5/16	0	07	20
	5/7	0	50	70
	5/8	0	00	40
	6/1*	0	34	15
	6/3	0	06	85
	8/2	0	00	35
	10/2	0	35	15
	10/5	0	06	55
	10/6	0	32	75
	10/8	0	18	85
	11/1*	0	71	30
	53/1	0	34	55
	53/2	0	41	05
	58/2	0	02	20
	58/3	0	00	10
	58/5	0	00	25
	60/1	0	38	70
	60/2	0	00	60
	61/1	0	00	10
	61/2	0	03	05
	61/3	0	40	70
	61/4	0	06	80
	62	0	26	75

1	2	3	4	5
1. Gummadiduru (Contd.)	63	0	03	00
	64/1	0	00	25
	64/3	0	21	80
	65	0	04	65
	66/3	0	04	40
	66/4	0	13	10
	66/5	0	13	90
	66/6	0	12	85
	66/7	0	12	30
	78	0	04	30
	81/3	0	03	85
	81/4	0	12	20
	130/4	0	00	10
	130/7	0	10	35
	131	0	07	25
	141/2	0	00	40
	142	0	27	75
	143	0	41	20
	144	0	23	80
	145/1	0	31	20
	146	0	07	20
	147/1A	0	04	65
	153/6	0	27	75
	154/1	0	19	95
	154/2	0	05	05
	154/3	0	11	90
	155	0	21	20
	156	0	36	55
	176/2	0	23	95
	176/3	0	19	00
	176/5	0	28	35
	176/6	0	00	15
	177/9	0	13	10
	177/10	0	12	85
	177/11	0	00	55
	177/12	0	32	80
	178	0	02	45
	180	0	07	00
	In Sy.No.6/1	0	03	80

1	2	3	4	5
2. Penuganchiprolu	271/3A	0	00	70
	271/3B	0	36	80
	735/6A	0	04	65
	735/6B	0	06	00
Mandal : Kodad		District : Nalgonda		State : Andhra Pradesh
1. Ananthagiri	953	0	00	10

* Survey Nos. notified vide S.O. 1757 dated 16-06-2003 u/s 3(1) of P&MP Act 1962. Present proposal is for additional extents.

[F. No. L-14014/17/2003-G.P.]

S. B. MANDAL, Under Secy.

नई दिल्ली, 28 दिसम्बर, 2005

का. आ. 4825.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि प्राकृतिक गैस के परिवहन के लिए जामनगर - भोपाल और काकिनाडा - हैदराबाद - गोवा पाइपलाइन को आपस में जोड़ने के लिए गैस ट्रान्सपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा एक पाइपलाइन विछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन विछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसके भीतर उक्त पाइपलाइन विछाई जाने का प्रस्ताव है और जो इस अधिमूचना से उपावद्ध अनुमूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुमूची में वर्णित भूमि में हितवन्ध है उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिमूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन विछाई जाने के लिए उसमें उपयोग के अधिकार का अर्जन के सम्बन्ध में श्री. ए. के. मंघवी, सक्षम प्राधिकारी, गैस ट्रान्सपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड पाइपलाइन परियोजना, आनंद महल अपार्टमेंट, भुल्का भवन शाला के सामने, आनंद महल रोड, सूरत - 395009, गुजरात राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : चोयासी	जिल्ला : सुरत	राज्य : गुजरात		
गांव का नाम	सर्वे नंबर / ब्लोक नं	आर ओ यु अर्जित करने के लिये क्षेत्रफल		
		हेक्टर	आरे	चो.मी
1	2	3	4	5

1. कछेली	122	00	01	55
	118	00	02	85
	115	00	15	67
	114	00	10	26
	113	00	00	09
	112 *	00	30	00
	110	00	12	33
	नाला	00	04	91
	88	00	28	50
	87	00	08	99

तहसील : फत्तवा	जिल्ला : सुरत	राज्य : गुजरात		
1. जत्राली	298	00	20	47

तहसील : ओलपाड	जिल्ला : सुरत	राज्य : गुजरात		
1. कारेली	मेटल रोड	00	03	35
	कनल *	00	04	66
	106	00	21	62
	109	00	21	30
	110	00	80	55
	मेटल रोड	00	02	37
	नाला	00	12	93
	84	00	39	15
	86	00	89	83
	74	00	45	93
	75/अ	00	29	85
	75/ब	00	01	51
	63/अ	00	10	05
	63/ब	00	63	44
	62	00	14	04
	61	00	31	63
	7/अ	00	21	06
	7/ब/पि/1	00	36	09
	7/ब/पि/2	00	16	84
	12	00	12	86
	13/अ	00	17	47
	13/ब	00	13	58
	31	00	02	30
	30	00	14	55
	29	00	07	02
	28	00	00	72
	39	00	18	51

1	2	3	4	5
निरंतर...करेली	38	00	38	78
	41/प	00	01	74
	341	00	16	36
	340	00	16	53
	325	00	00	04
	339	00	15	07
	335	00	13	66
	336	00	00	57
	334/अ	00	12	08
	334/ब	00	10	57
	331	00	01	26
	332	00	24	76
	बेटन गेड	00	06	61
	313	00	62	03
	बेटन गेड	00	08	80
	291/अ	00	23	40
	291/ब	00	05	84
	298	00	62	70
	फोल्ड चैनल	00	04	51
2. स्यादला	124	00	16	60
	फोल्ड चैनल	00	04	79
	119	00	02	05
	123	00	64	50
	121	00	17	34
	कच्चा गम्ला	00	00	85
	117	00	59	88
	115	00	55	92
	फोल्ड चैनल	00	03	42
	95	00	20	19
	96	00	93	15
	97/अ*	00	43	72
	97/ब	00	15	01
	कर्मल	00	25	48
	डामर गम्ला	00	65	31
	83	00	59	85
	81	00	03	27
	कच्चा गम्ला	00	08	82
	82	00	04	88
	84	00	39	67
	77	00	00	14
3. गिमात्तु	146/प/2	00	48	77
	145/प/1	00	19	55
	145/प/2	00	07	26
	144	00	23	47
	142	00	26	66
	141	00	47	83

1	2	3	4	5
निरंतर...सिमालु	140	00	14	43
4. बोलाव	104	00	16	59
	103	00	06	98
	डामर गम्ना	00	06	45
	कर्मल	00	03	58
	102/घ/1	00	62	86
	99	00	00	99
	150	00	37	65
	97	00	32	62
	98	00	64	94
	128	00	45	72
	127	00	02	07
	129	00	24	69
	313	00	38	57
	137/अ	00	05	59
	137/ब	00	15	57
	1137/क	00	25	44
	कर्मल	00	25	88
	136	00	25	04
	143	00	38	30
	कव्य गम्ना	00	00	86
5. अमीना	कव्य गम्ना	00	01	05
	180	00	41	83
	174/अ	00	40	39
	174/ब	00	60	10
	गम्ना	00	12	96
	165	00	03	77
	166	00	24	82
	150	00	24	65
	भावा	00	00	84
	कर्मल	00	20	60
	167	00	05	42
	148	00	16	92
	147	00	01	18
	143	00	39	53
	415	00	08	78
	391	00	01	30
	414	00	30	01
	412-अ	00	09	83
	412-ब	00	24	93
	418	00	31	48
	419	00	60	37
	421	00	46	31
	422	00	00	04

1	2	3	4	5
निरंतर...अनीता	420	00	26	70
	410-अ	00	00	07
	406	00	45	80
	404*	00	64	22
6. उभराछी	183	00	07	20
	183 और 182 के बीच (नाला)	00	32	91
	182*	01	05	51
तहसील : कामरेज	जिल्ला : सुरत	राज्य : गुजरात		
1. वेलंजा	278*	00	55	08
	276	00	38	27
	277	00	01	42
	कनैल	00	02	81

* का . आ . 478 , दिनांक : 07.02.2005 द्वारा पी. एम .पी. ऐक्ट , 1962 की धारा 3 की उपधारा (1) के अर्न्तगत सूचित किये गये सर्वे नंबर । इस प्रतिपादन नया विस्तीर्ण केलिए ।

[फा. सं. एल-14014/36/2005-जी.पी.]

एस. बी. मंडल, अवर सचिव

New Delhi, the 28th December, 2005

S. O. 4825.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas through an interconnection between Jamnagar - Bhopal and Kakinada - Hyderabad - Goa pipeline, a pipeline should be laid by Gas Transportation and Infrastructure Company Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of this notification as published in the Gazette of India under sub-section (1) of section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri.A.K.Singhavi, Competent Authority, Gas Transportation and Infrastructure Company Limited Pipeline Project, Anand Mahal Apartment, Opposite to Bhulka Bhavan School, Anand Mahal Road, Surat – 395009, Gujarat.

SCHEDULE

Tehsil : Choryasi	District : Surat	State : Gujarat		
Name of the Village	Survey No./Block No.	Area to be Acquired for ROU		
		Hectare	Are	Sq.m
1	2	3	4	5
1. Kachholi	122	00	01	55
	118	00	02	85
	115	00	15	67
	114	00	10	26
	113	00	00	09
	112*	00	30	00
	110	00	12	33
	Nala	00	04	91
	86	00	28	50
	87	00	08	99
Tehsil : Palsana	District : Surat	State : Gujarat		
1. Antroll	298	00	20	47
Tehsil : Olpad	District : Surat	State : Gujarat		
1. Kareli	Metal Road	00	03	35
	Canal*	00	04	66
	106*	00	21	62
	109	00	21	30
	110	00	80	55
	Metal Road	00	02	37
	Nala	00	12	93
	84	00	39	15
	86	00	89	83
	74	00	45	93
	75/A	00	29	85
	75/B	00	01	51
	63/A	00	10	05
	63/B	00	63	44
	62	00	14	04
	61	00	31	63
	7/A	00	21	06
	7/B/P/1	00	36	09
	7/B/P/2	00	16	84
	12	00	12	86
	13/A	00	17	47
	13/B	00	13	58
	31	00	02	30
	30	00	14	55

1	2	3	4	5
Contd.....Karell	29	00	07	02
	28	00	00	72
	39	00	18	51
	38	00	38	78
	41/P1	00	01	74
	341	00	16	36
	340	00	16	53
	325	00	00	04
	339	00	15	07
	335	00	13	66
	336	00	00	57
	334/A	00	12	08
	334/B	00	10	57
	331	00	01	26
	332	00	24	76
	Metal Road	00	06	61
	313	00	62	03
	Metal Road	00	08	80
	291/A	00	23	40
	291/B	00	05	84
	298	00	62	70
	Field Channel	00	04	51
2. Syadla	124	00	16	00
	Field Channel	00	04	79
	119	00	02	05
	123	00	64	50
	121	00	17	34
	Cart Track	00	00	85
	117	00	59	88
	115	00	55	92
	Field Channel	00	03	42
	95	00	20	19
	96	00	93	15
	97/A*	00	43	72
	97/B	00	15	01
	Canal	00	25	48
	Asphalted Road	00	05	31
	83	00	59	85
	81	00	03	27
	Cart Track	00	08	82
	82	00	04	88
	84	00	39	67
	77	00	00	14
	3			

1	2	3	4	5
3. Simalthu	146/P/2	00	48	77
	145/P/1	00	19	55
	145/P/2	00	07	26
	144	00	23	47
	142	00	20	66
	141	00	47	83
	140	00	14	43
4. Bolav	104	00	16	59
	103	00	06	98
	Asphalted Road	00	06	45
	Canal	00	03	58
	102/P/1	00	62	86
	99	00	00	99
	150	00	37	65
	97	00	32	62
	98	00	64	94
	128	00	45	72
	127	00	02	07
	129	00	24	69
	313	00	38	57
	137/A	00	05	59
	137/B	00	15	57
	1137/C	00	25	44
	Canal	00	25	88
	136	00	25	04
	143	00	38	30
	Cart Track	00	00	86
5. Anita	Cart Track	00	01	05
	180	00	41	83
	174/A	00	40	39
	174/B	00	60	10
	Road	00	12	96
	165	00	03	77
	166	00	24	82
	150	00	24	65
	Nala	00	00	84
	Canal	00	20	60
	167	00	05	42
	148	00	16	92
	147	00	01	18
	143	00	39	53

1	2	3	4	5
Contd.....Anita	415	00	08	78
	391	00	01	30
	414	00	30	01
	412-A	00	09	83
	412-B	00	24	93
	418	00	31	48
	419	00	00	37
	421	00	06	31
	422	00	00	04
	420	00	26	70
	410-A	00	00	07
	406	00	45	80
	404*	00	64	22
6.Umarachhi	183	00	07	20
	Nala	00	32	91
	182*	01	05	51
Tehsil : Kamrej	District : Surat	State : Gujarat		
1. Velanja	278*	00	55	08
	276	00	38	27
	277	00	01	42
	Canal	00	02	81

* Survey Nos. notified vide S.O 478 dated 07.02.2005 u/s 3(1) of P&MP Act 1962. Present proposal is for additional extents.

[F. No. L-14014/36/2005-G.P.]
S. B. MANDAL, Under Secy.

नई दिल्ली, 28 दिसम्बर, 2005

का. आ. 4826.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि प्राकृतिक गैस के परिवहन के लिए जामनगर - भोपाल और काकिनाडा - हैदराबाद - गोवा पाइपलाइन को आपस में जोड़ने के लिए गैस ट्रान्सपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार का अर्जन के सम्बन्ध में श्री. ए. के. संघवी, सक्षम प्राधिकारी, गैस ट्रान्सपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड पाइपलाइन परियोजना, आनंद महल अपार्टमेंट, भुल्का भवन शाला के सामने, आनंद महल रोड, सूरत - 395009, गुजरात राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : वागरा	जिल्ला : भरुच	राज्य : गुजरात		
गांव का नाम	सर्वे नंबर / ब्लॉक नं	आर ओ यु अर्जित करने के लिये क्षेत्रफल		
		हेक्टर	आरे	चौ.मी
	2	3	4	5
1. जुनेद	गस्ता *	00	05	43
	10 *	00	02	31
	11 *	00	24	37
	12	00	49	70
2. ओरा	कनैल *	00	12	18
	कनैल *	00	17	83
तहसील : जंबुसर	जिल्ला : भरुच	राज्य : गुजरात		
1. कहानवा	531	00	61	12

* का . आ . 434 , दिनांक : 04.02.2005 द्वारा पी. एम .पी. ऐक्ट , 1962 की धारा 3 की उपधारा (1) के अर्न्तगत सूचित किये गये सर्वे नंबर । इस प्रतिपादन नया विस्तीर्ण केलिए ।

[फा. सं. एल-14014/37/2005-जी.पी.]
एस. बी. मंडल, अवर सचिव

New Delhi, the 28th December, 2005

S. O. 4826.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas through an interconnection between Jamnagar - Bhopal and Kakinada - Hyderabad - Goa pipeline, a pipeline should be laid by Gas Transportation and Infrastructure Company Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act , 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of this notification as published in the Gazette of India under sub-section (1) of section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri.A.K.Sanghavi, Competent Authority, Gas Transportation and Infrastructure Company Limited Pipeline Project, Anand Mahal Apartment, Opposite to Bhulka Bhavan School, Anand Mahal Road, Surat – 395009, Gujarat.

SCHEDULE

Tehsil : Vagra		District : Bharuch		State : Gujarat	
Name of the Village	Survey No./Block No.	Area to be Acquired for ROU			
		Hectare	Are	Sq.m	
1	2	3	4	5	
1. Juned	Road*	00	05	43	
	10*	00	02	31	
	11*	00	24	37	
	12	00	49	70	
2. Ora	Canal*	00	12	18	
	Canal*	00	17	83	
Tehsil : Jambusar		District : Bharuch		State : Gujarat	
1. Kahanva	531	00	61	12	

* Survey Nos. notified vide S.O 434 dated 04.02.2005 u/s 3(1) of P&MP Act 1962. Present proposal is for additional extents.

[F. No. L-14014/37/2005-G.P.]
S. B. MANDAL, Under Secy.

नई दिल्ली, 28 दिसम्बर, 2005

का. आ. 4827.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि प्राकृतिक गैस के परिवहन के लिए जामनगर - भोपाल और काकिनाडा - हैदराबाद - गोवा पाइपलाइन को आपस में जोड़ने के लिए गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबन्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार का अर्जन के सम्बन्ध में श्री. ए. के. संघवी, सक्षम प्राधिकारी, गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड पाइपलाइन परियोजना, आनंद महल अपार्टमेंट, भुल्का भवन शाला के सामने, आनंद महल रोड, सूरत - 395009, गुजरात राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : गणदेवी	जिल्ला : नवसारी	राज्य : गुजरात		
		आर ओ यु अर्जित करने के लिये क्षेत्रफल		
		हेक्टर	आरे	चो.मी
1	2	3	4	5
1. केसली	348*	00	08	42
2. घनोरे	653*	00	30	51
3. पीपलधरा	328	00	00	73
	323*	00	09	54
	322	00	13	20
	325	00	01	08
	306*	00	16	90
	307	00	04	50
	308	00	01	44
	303	00	20	78
	291	00	12	20
	284	00	19	95
	289	00	01	00
	286	00	11	83
	285	00	08	57
	नदी*	00	27	88
4. वेगाप	नदी*	00	22	29
	1036*	00	12	66
	नाला*	00	07	55
	1047*	00	22	90
	नाला*	00	06	08
	1023*	00	27	23
तहसील : नवसारी		राज्य : गुजरात		
1. भोलधरा	598	00	14	01
	595*	00	20	38
	593*	00	20	99
	590*	00	23	87
	566*	00	26	51
	556*	00	27	30
	557*	00	18	71
	545	00	03	61
	547*	00	17	04
	464*	00	15	23
2. अमडपोर	569*	00	05	36
	570*	00	04	95
	571*	00	12	74
	572*	00	11	72
	538	00	28	96
	नाला	00	06	82
	523	00	19	25
	524	00	09	19
	525	00	10	89
	528	00	02	18

1	2	3	4	5
निरंतर...आमडपोर	529	00	06	13
	530	00	06	88
	531	00	05	18
	497	00	55	10
	494	00	00	51
	495	00	20	52
	488	00	24	94
	484	00	23	13
	नाला	00	05	88

तहसील : जलालपुर	जिल्ला : नवसारी	राज्य : गुजरात		
1. डामेल	117*	00	22	00
	कच्चा रास्ता*	00	01	88
	132*	00	26	42
	150	00	00	38
	148*	00	22	62
	151*	00	19	25
	153*	00	19	04
	155*	00	19	25
	156	00	08	38
	157*	00	39	05
	160*	00	20	95
	184	00	12	65
	182*	00	18	41
	180*	00	07	58
	179	00	04	35
	172*	00	15	81
	173*	00	15	79
	175	00	00	03
	301	00	19	70
	300	00	00	01
	302*	00	20	96
	308*	00	14	78
	303	00	00	05
	307*	00	39	89
	446*	00	19	51
	450	00	25	29
	451*	00	24	39
	कच्चा रास्ता*	00	04	99
	454	00	11	44
	456	00	12	75
	कच्चा रास्ता*	00	02	93
	498	00	37	73
	497	00	03	23
	160*	00	20	95
2. आसना	244*	00	05	37
	238	00	01	63
	268*	00	14	14
	कच्चा रास्ता*	00	03	74
	359*	00	22	68
	360*	00	12	01

	1	2	3	4	5
निरंतर...आसना		357	00	00	01
		कच्चा रास्ता	00	00	96
		356	00	06	47
		347	00	13	32
		348	00	18	99

* का. आ. 3032, दिनांक : 16.11.2004 द्वारा पी. एम. पी. ऐक्ट, 1962 की धारा 3 की उपधारा (1) के अर्न्तगत सूचित किये गये सर्वे नंबर । इस प्रतिपादन नया विस्तीर्ण केलिए ।

[फा. सं. एल-14014/35/2005-जी.पी.]

एस. बी. मंडल, अवर सचिव

New Delhi, the 28th December, 2005

S. O. 4827.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas through an interconnection between Jamnagar - Bhopal and Kakinada - Hyderabad - Goa pipeline, a pipeline should be laid by Gas Transportation and Infrastructure Company Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of this notification as published in the Gazette of India under sub-section (1) of section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri.A.K.Sanghavi, Competent Authority, Gas Transportation and Infrastructure Company Limited Pipeline Project, Anand Mahal Apartment, Opposite to Bhulka Bhavan School, Anand Mahal Road, Surat – 395009, Gujarat.

SCHEDULE

Tehsil : Gandevi		District : Navsari		State : Gujarat	
Name of the Village	Survey No./Block No.	Area to be Acquired for ROU			
		Hectare	Are	Sq.m	
1	2	3	4	5	
1. Kesali	348*	00	08	42	
2. Dhanori	653*	00	30	51	
3. Pipaldhara	328	00	00	73	
	323*	00	09	54	
	322	00	13	20	
	325	00	01	08	
	306*	00	16	90	
	307	00	04	50	
	308	00	01	44	
	303	00	20	78	
	291	00	12	20	
	284	00	19	95	
	289	00	01	00	
	286	00	11	83	
	285	00	08	57	
	River*	00	27	88	
4. Vegam	River*	00	22	29	
	1036*	00	12	66	
	Nala*	00	07	55	
	1047*	00	22	90	
	Nala*	00	06	08	
	1023*	00	27	23	
Tehsil : Navsari		District : Navsari		State : Gujarat	
1. Moldhara	598	00	14	01	
	595*	00	20	38	
	593*	00	20	99	
	590*	00	23	87	
	566*	00	26	51	
	556*	00	27	30	
	557*	00	18	71	
	545	00	03	61	
	547*	00	17	04	
	464*	00	15	23	
2. Amadpor	569*	00	05	36	
	570*	00	04	95	
	571*	00	12	74	
	572*	00	11	72	
	538	00	28	96	
	Nala	00	06	82	
	523	00	19	25	
	524	00	09	19	
	525	00	10	89	
	528	00	02	18	

1	2	3	4	5
Contd..... Amadpor	529	00	06	13
	530	00	06	88
	531	00	05	18
	497	00	55	10
	494	00	00	51
	495	00	20	52
	488	00	24	94
	484	00	23	13
	Nala	00	05	88
Taluka : Jalalpor	District : Navsari	State : Gujarat		
1. Dabhel	117*	00	22	00
	Cat Track*	00	01	88
	132*	00	26	42
	150	00	00	38
	148*	00	22	62
	151*	00	19	25
	153*	00	19	04
	155*	00	19	25
	156	00	08	38
	157*	00	39	05
	160*	00	20	95
	184	00	12	65
	182*	00	18	41
	180*	00	07	58
	179	00	04	35
	172*	00	15	81
	173*	00	15	79
	175	00	00	03
	301	00	19	70
	300	00	00	01
	302*	00	20	96
	308*	00	14	78
	303	00	00	05
	307*	00	39	89
	446*	00	19	51
	450	00	25	29
	451*	00	24	39
	Cat Track*	00	04	99
	454	00	11	44
	456	00	12	75
	Cat Track*	00	02	93
	498	00	37	73
	497	00	03	23
2. Asana	244*	00	05	37
	238	00	01	63
	268*	00	14	14
	Cart Track*	00	03	74
	359*	00	22	68
	360*	00	12	01
	357	00	00	01
	Cart Track	00	00	96
	356	00	06	47

1	2	3	4	5
Contd..... Asana	347	00	13	32
	348	00	18	99

* Survey Nos. notified vide S.O 3032 dated 16.11.2004 u/s 3(1) of P&MP Act 1962. Present proposal is for additional extents.

[F. No. L-14014/35/2005-G.P.]

S. B. MANDAL, Under Secy.

नई दिल्ली, 29 दिसम्बर, 2005

राजपत्र

का.आ. 4828.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 477, तारीख 7 फरवरी, 2005, में जो भारत के राजपत्र, भाग II, खण्ड 3, उपखण्ड (ii) तारीख 12 फरवरी, 2005, में पृष्ठ 1327 से पृष्ठ 1357 पर प्रकाशित की गई थी, निम्नलिखित संशोधन करती है, अर्थात्:-

I उक्त अधिसूचना के हिन्दी रूपान्तर की अनुसूची में :-

- (क) पृष्ठ संख्या 1330 पर, स्तम्भ 3 में सर्वे नम्बर "49", के सामने स्तम्भ 1 में क्रम संख्या 5 और स्तम्भ 2 में ग्राम का नाम "बोरीफ", रखा जाएगा;
- (ख) पृष्ठ संख्या 1333 पर, स्तम्भ 2 में ग्राम "सूरवाल-जारी" के सामने, स्तम्भ 3 के सर्वे नम्बर "5431/7360", के स्थान पर सर्वे नम्बर "5431/7370", रखा जाएगा;
- (ग) पृष्ठ संख्या 1335 पर,
(i) स्तम्भ 2 में ग्राम "रवांजना चौड़", के सामने स्तम्भ 3 के सर्वे नम्बर "4625" के स्थान पर सर्वे नम्बर "4525" रखा जाएगा;
(ii) स्तम्भ 2 में ग्राम "रवांजना चौड़-जारी" के सामने, स्तम्भ 3 के सर्वे नम्बर "3477", के स्थान पर सर्वे नम्बर "3417" रखा जाएगा
- (घ) पृष्ठ संख्या 1336 पर,
(i) स्तम्भ 2 में ग्राम "रवांजना चौड़-जारी" के सामने स्तम्भ 3 के सर्वे नम्बर "2196", में स्तम्भ 4 के क्षेत्रफल "0.2233", के स्थान पर क्षेत्रफल "0.2232" रखा जाएगा;
(ii) स्तम्भ 2 में ग्राम "कुस्तला" के सामने स्तम्भ 3 के सर्वे नम्बर "4166", के स्थान पर सर्वे नम्बर "5166" रखा जाएगा
- (ङ) पृष्ठ संख्या 1340 पर, स्तम्भ 2 में ग्राम "कुसोदा-जारी" के सामने, स्तम्भ 3 के सर्वे नम्बर "922" में स्तम्भ 4 के क्षेत्रफल "0.0216", के स्थान पर क्षेत्रफल "0.2016", रखा जाएगा;
- (च) पृष्ठ संख्या 1342 पर, स्तम्भ 2 में ग्राम "कीरपुरा-जारी" के सामने, स्तम्भ 3 के सर्वे नम्बर "335" के स्थान पर सर्वे नम्बर "535" रखा जाएगा;

II उक्त अधिसूचना के अंग्रेजी रूपान्तर की अनुसूची में :-

- (छ) पृष्ठ संख्या 1346 पर, स्तम्भ 2 में ग्राम "जटवाड़ा खुर्द" के सामने, स्तम्भ 3 के सर्वे नम्बर "127" में स्तम्भ 4 के क्षेत्रफल "0.0216" के स्थान पर, क्षेत्रफल "0.2016", रखा जाएगा;
- (ज) पृष्ठ संख्या 1350 पर
(i) ग्राम "रइथा खुर्द", के स्थान पर "रइथा खुर्द (जारी...)", रखा जाएगा;
(ii) स्तम्भ 2 में ग्राम "रइथा खुर्द", के सामने स्तम्भ 3 के सर्वे नम्बर "1929", के स्थान पर सर्वे नम्बर "1629", रखा जाएगा;
(iii) स्तम्भ 2 में ग्राम "रवांजना चौड़" के सामने स्तम्भ 3 के सर्वे नम्बर "4603/5464", के स्थान पर सर्वे नम्बर "4603/5364", रखा जाएगा ;
(iv) स्तम्भ 2 में ग्राम "रवांजना चौड़" के सामने स्तम्भ 3 के सर्वे नम्बर "4625" के स्थान पर सर्वे नम्बर "4525" रखा जाएगा;

- (ख) पृष्ठ संख्या 1351 पर,
 (i) स्तम्भ 2 में ग्राम “रवांजना चौड़”, के स्थान पर “रवांजना चौड़-(जारी)”, रखा जाएगा ;
 (ii) स्तम्भ 2 में ग्राम “रवांजना चौड़” के सामने, स्तम्भ 3 के सर्वे नम्बर “2196” में, स्तम्भ 4 के क्षेत्रफल “0.2032”, के स्थान पर क्षेत्रफल “0.2232”, रखा जाएगा;
- (घ) पृष्ठ संख्या 1353 पर,
 (i) स्तम्भ 2 में ग्राम “पंचीपल्या”, के सामने स्तम्भ 3 के सर्वे नम्बर “1012/2189” में, स्तम्भ 4 के क्षेत्रफल “0.001224” के स्थान पर क्षेत्रफल “0.1224”, रखा जाएगा ;
 (ii) स्तम्भ 2 में ग्राम “पंचीपल्या” के सामने स्तम्भ 3 के सर्वे नम्बर “1012”, में स्तम्भ 4 के क्षेत्रफल “0.00648”, के स्थान पर क्षेत्रफल “0.0648”, रखा जाएगा;
 (iii) स्तम्भ 2 में ग्राम “पंचीपल्या-(जारी...)” के सामने स्तम्भ 3 के सर्वे नम्बर “1013”, में स्तम्भ 4 के क्षेत्रफल “0.00072” के स्थान पर क्षेत्रफल “0.0072”, रखा जाएगा;
 (iv) स्तम्भ 2 में ग्राम “पंचीपल्या-(जारी...)” के सामने स्तम्भ 3 के सर्वे नम्बर “1010/2194”, में स्तम्भ 4 के क्षेत्रफल “0.00020”, के स्थान पर क्षेत्रफल “0.0020”, रखा जाएगा;
 (v) स्तम्भ 2 में ग्राम “पंचीपल्या-(जारी...)” के सामने स्तम्भ 3 के सर्वे नम्बर “1011/2193”, में स्तम्भ 4 के क्षेत्रफल “0.00288” के स्थान पर क्षेत्रफल “0.0288”, रखा जाएगा;
- (ङ) पृष्ठ संख्या 1357 पर, स्तम्भ 2 में ग्राम “कीरपुरा” के सामने स्तम्भ 3 के सर्वे नम्बर “335” के स्थान पर सर्वे नम्बर “535” रखा जाएगा ।

[फा. सं. आर-31015/78/2004-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 29th December, 2005

Amendment

S. O. 4828.—In exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.477 dated the 7th February, 2005, published at pages 1327 to 1357 in Part II, section 3, sub-section (ii) of the Gazette of India, dated the 12th February, 2005, namely:-

- I. In the Schedule to Hindi version of the said notification:-
- at page 1330, against survey no. “49” in column 3, Sl. No.”5” in column 1 and village name “Borif” in column 2 shall be added;
 - at page 1333, against village “Soorwal – Contd” in column 2, for survey no. “5431/7360” in column 3, the survey no. “5431/7370” shall be substituted;
 - at page 1335,
 (i) against village “Rawanjana Chod” in column 2, for survey no. “4625” in column 3, survey no. “4525” shall be substituted;
 (ii) against village “Rawanjana Chod-Contd” in column 2, for survey no. “3477” in column 3, the survey no “3417” shall be substituted;
 - at page 1336,
 (i) against village “Rawanjana Chod-Contd” in column 2, in survey no. “2196” in column 3, for the area “0.2233”, in column 4, the area “0.2232” shall be substituted;
 (ii) against village “Kushtala” in column 2, for survey no. “4166” in column 3, the survey no. “5166” shall be substituted;
 - at page 1340, against village “Fusoda-Contd” in column 2, in survey no. “922” in column 3, for the area “0.0216”, in column 4, the area “0.2016”, shall be substituted;

- (f) at page 1342, against village "Kirpura-Contd" in column 2, for survey no. "335" in column 3, survey no. "535" shall be substituted;
- II. In the Schedule to English version of the said notification:-
- (g) at page 1346, against village "Jatwada Khurd" in column 2, in survey no. "127" in column 3, for the area "0.0216" in column 4, the area "0.2016", shall be substituted;
- (h) at page 1350,
 (i) for village "Reitha Khurd", read "Reitha Khurd-(Contd.)";
 (ii) against village "Reitha Khurd", in column 2, for survey no. "1929" in column 3, survey no. "1629" shall be substituted;
 (iii) against village "Rawanjana Chod" in column 2, for survey no. "4603/5464" in column 3, survey no. "4603/5364" shall be substituted;
 (iv) against village "Rawanjana Chod" in column 2, for survey no. "4625" in column 3, survey no. "4525" shall be substituted;
- (i) at page 1351,
 (i) against village "Rawanjana Chod" in column 2, read "Rawanjana Chod-Contd.";
 (ii) against village "Rawanjana Chod" in column 2, in survey no. "2196" in column 3, for the area "0.2032" in column 4, the area "0.2232" shall be substituted;
- (j) at page 1353,
 (i) against village "Panchipalya" in column 2, in survey no. "1012/2189" in column 3, for the area "0.001224" in column 4, the area "0.1224" shall be substituted;
 (ii) against village "Panchipalya" in column 2, in survey no. "1012" in column 3, for the area "0.00648" in column 4, the area "0.0648" shall be substituted;
 (iii) against village "Panchipalya-(Contd.)" in column 2, in survey no. "1013" in column 3, for the area "0.00072" in column 4, the area "0.0072" shall be substituted;
 (iv) against village "Panchipalya-(Contd.)" in column 2, in survey no. "1010/2194" in column 3, for the area "0.00020" in column 4, the area "0.0020" shall be substituted;
 (v) against village "Panchipalya-(Contd.)" in column 2, in survey no. "1011/2193" in column 3, for the area "0.00288" in column 4, the area "0.0288" shall be substituted;
- (k) at page 1357, against village "Kirpura" in column 2, for survey no. "335" in column 3, survey no. "535" shall be substituted.

[No. R-31015/78/2004-O.R.-II]
 HARISH KUMAR, Under Secy.

नई दिल्ली, 29 दिसम्बर, 2005

का. आ. 4829.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मध्यप्रदेश राज्य में मांगल्या (इंदौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए भारत पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाई जानी चाहिए; और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50), की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री दीपक नंदी, सक्षम प्राधिकारी, मुम्बई - मांगल्या पाइपलाइन विस्तार परियोजना, भारत पेट्रोलियम कारपोरेशन लिमिटेड, 1-सी, बाल मंदिर कॉलोनी, होटल पिक पैलेस के पास, सवाई माधोपुर-322001 (राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील	सवाई माधोपुर	जिला : सवाई माधोपुर	राज्य : राजस्थान
क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1.	मानराजपुरा	612	0.0650
		613/884	0.1660
		613	0.2015
		614	0.2520
		615/891	0.0430
		616	0.0650
		660	0.0790
		842	0.2880
		841	0.1510
		837	0.0140
		839	0.1010
		838	0.1440
		821	0.0970
		812	0.1730
		811	0.0290
		810	0.0880
		807	0.0010
		808	0.0575
		804	0.0560
		803	0.0790
		787	0.0140
		765	0.3740

[फा. सं. आर-31615/78/2004-ओ.आर.॥]

हरीश कुमार, अपर सचिव

New Delhi, the 29th December, 2005

S. O. 4829.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Manglya (Indore) terminal in the State of Madhya Pradesh, an extension pipeline to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi should be laid by Bharat Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule, may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Deepak Nandi, Competent Authority, Mumbai-Manglya Pipeline Extension Project, Bharat Petroleum Corporation Limited, 1-C, Bal Mandir Colony, Near Hotel Pink Palace, Sawai Madhopur-322001(Rajasthan).

SCHEDULE

TEHSIL:SAWAI MADHOPUR DISTRICT:SAWAI MADHOPUR STATE:RAJASTHAN

S.No.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
1.	Manrajpora	612	0.0650
		613/884	0.1660
		613	0.2015
		614	0.2520
		615/891	0.0430
		616	0.0650
		660	0.0790
		842	0.2880
		841	0.1510
		837	0.0140
		839	0.1010
		838	0.1440
		821	0.0970
		812	0.1730
		811	0.0290
		810	0.0860
		807	0.0010

1	2	3	4
1.	Manrajpur (Contd.)	808	0.0575
		804	0.0650
		803	0.0790
		787	0.0140
		765	0.3740

[No. R-31015/78/2004-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 30 दिसम्बर, 2005

का. आ. 4830.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2415 तारीख 04 जुलाई, 2005, जो भारत के राजपत्र तारीख 09 जुलाई, 2005, में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मुन्द्रा-दिल्ली पेट्रोलियम उत्पाद पाइपलाइन के माध्यम से गुजरात राज्य में मुन्द्रा से दिल्ली तक पेट्रोलियम उत्पादों के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 5 सितम्बर, 2005 को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केन्द्रीय सरकार को रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने के बजाए, इस मंत्रालय के सहमति पत्र सं. आर - 31015/7/03 ओ.आर.-II दिनांक 25/11/2004 द्वारा लगाई गई शर्तों के अध्याधीन सभी विल्लंगमों से मुक्त, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : मौजमाबाद		ज़िला : जयपुर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1.	रहलाना	2564/1 (स.भूमि)	0	00	61
		2564/2			
		2562 (स.चारागाह)	0	02	78
		2558	0	00	59
		2438 (स.चारागाह)	0	01	90
		2017	0	01	05
		2015	0	01	11
		166	0	00	38
		372	0	00	45
		369/1			
		369/2	0	01	04
		369/2/1			
		389	0	00	37
2.	बेनीखेडा	2375	0	00	48
		2376	0	00	66
		2374	0	01	14
		2364/1	0	00	15
		2364/2			
		2324	0	00	30
		2323	0	00	18
		2228	0	00	27
		2229	0	00	42
3.	केरियाबुजुर्ग	414	0	00	76
		417	0	00	35
		352 (स.आबादी)	0	02	63
		345 (स.आबादी)	0	00	66
		467 (स.खरडा)	0	01	80
		544 (स.रास्ता)	0	00	75
		629/2	0	02	63
		629/3			
		634	0	01	49
		632	0	00	38
		675	0	00	56
		672	0	00	27
		136	0	02	17
		114 (स.रास्ता)	0	00	32
		130	0	05	84
		103	0	14	83

तहसील : मौजमाबाद		जिला : जयपुर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
1	2	3	हेक्टेयर	एयर	वर्ग मीटर
4	5	6	7	8	9
4.	गेगा (जारी...)	39	0	02	19
		110	0	00	20
		111	0	10	40
		20	0	02	37
5.	हरसोली	1523	0	06	96
		1520(स.रास्ता)	0	00	90
		1517	0	06	34
		1515/2343	0	02	85
		1513	0	02	78
		1504	0	01	82
		1494/5	0	00	43
		1494/2327	0	25	30
		51	0	06	04
		5/2278(स.चारागाह)	0	01	54
		70	0	01	34
		68	0	01	27
		85	0	00	89
		79/2301	0	00	44
		123/2307	0	00	57
		133	0	08	19
		120	0	00	33
6.	गोपीपुरा	329	0	00	57
		330	0	00	60
		337(स.रास्ता)	0	00	17
		340	0	00	64
7.	श्रीरामनगर	140	0	00	96
8.	चरासड़ा	27	0	01	54
		22	0	01	42
		1(स.नाला)	0	01	36
9.	भोजपुर	21(स.नाला)	0	05	76
		246	0	00	10
		245	0	00	35
		235(स.रास्ता)	0	00	25
		330/565	0	00	52
		329	0	00	08
		231	0	00	28
		340(स.कुँआ)	0	00	82
		352	0	00	53
		225(स.रास्ता)	0	00	24

तहसील : मोजमाबाद		जिला : जयपुर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
9.	भोजपुर (जारी...)	484/576	0	00	47
		484/577			
10.	दूह	493(स.नाला)	0	00	05
		4290	0	00	47
		4291	0	00	31
		4281	0	00	55
		4526	0	00	59
		4515/1	0	01	12
		4515/2			
		4534	0	00	16
		4533	0	00	11
		4542	0	00	31
		4663(स.रास्ता)	0	00	24
		4951(स.सड़क)	0	00	34
		4669	0	03	02
		4932	0	01	48
		4925/1	0	05	74
		4925/2(स.रास्ता)	0	01	01
		4902	0	02	85
11.	बागेत	241	0	00	16
		223	0	00	82
		234	0	00	36
		232	0	00	52
		215(स.रास्ता)	0	00	31
		280	0	00	10
		291	0	03	00
		214	0	00	20
		292/1/1	0	01	87
		292/1/2			
		292/1/3			
		292/2			
		301	0	01	56
		304/1	0	04	77
		304/2			
		305	0	01	37
		324	0	01	96
		325	0	00	04
		326	0	02	21
		344	0	00	66
		414	0	01	72

तहसील : मौजमाबाद		जिला : जयपुर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
1	2	3	हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
11.	बागेत (जारी...)	413	0	00	56
		495	0	00	98
12.	गुंदासायपुरा	55(स.चारागाह)	0	01	19
		53/493	0	01	12
		53/5	0	00	26
		51/499/9	0	00	27
		51/1/2/5	0	02	21
		51/1/2/1	0	00	56
13.	चकमहेशपुरा	1/1(स.चारागाह)	0	00	25
		20(सिं.वि.नहर)	0	00	16
14.	चौदरमूल	420	0	01	40
		421	0	00	29
		422	0	00	20
		425	0	00	06
		433	0	00	85
		436	0	01	03
		418	0	01	76
		416(स.रास्ता)	0	00	12
15.	महेशपुरा	77	0	00	36
		166/1	}	01	05
		166/2			
		167/1	}	00	28
		167/2			
16.	मानपुरा	55	0	01	23
		12	0	01	71
		20/1	}	01	03
		20/2			
		30	0	02	78
		26/1	}	00	62
		26/2			
17.	अछैपुरा	690	0	00	48
		1402/1	}	02	69
		1402/2			
		1393	0	02	02
		1144/1(स.भूमि)	}	00	82
		1144/2(स.आबादी)			
		1100	0	00	73
		1097	0	01	52
		1069	0	02	52
		1063	0	06	18
18.	गंगातीखुर्द	29(स.रास्ता)	0	00	21

तहसील : मौजमाबाद		जिला : जयपुर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
18.	गंगातीखुर्द (जारी...)	18(स.चारागाह)	0	02	29
		24	0	02	12
		20	0	00	54
		21/1	0	03	39
		21/2			
		110(स.रास्ता)	0	00	29
		141/1	0	01	18
		141/2			
		141/3			
		141/4			
19.	गंगातीकलाँ	946	0	00	55
		945	0	00	73
		951	0	00	70
		972	0	00	60
		970	0	01	33
		971	0	00	20
		967	0	01	70
		1008	0	00	97
		1009	0	00	25
		994	0	01	28
		993	0	00	24
		858	0	01	65
		897	0	02	79
		895	0	00	38
		893(सिं.वि.नाली)	0	00	62
		1071(स.टिबा)	0	00	14
		1102	0	00	19
20.	खट्वाड़	129	0	01	24
		109	0	00	83
		115	0	00	47
		116	0	02	24
		183	0	08	86
		196(स.रास्ता)	0	01	32
		195	0	00	31
		194	0	04	52
		193	0	11	95
		462(स.चारागाह)	0	00	58
		462/1268	0	06	33
		462/1270	0	00	87
		455(स.चारागाह)	0	00	49

तहसील : मौजमाबाद		जिला : जयपुर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
20.	खटवाड़ (जारी...)	678/1313	0	00	42
		677/1	0	00	84
		677/2			
		677/3			
		658	0	00	44
		640	0	00	12
		604	0	00	63
		713	0	00	56
		761	0	00	81
		756	0	00	42

[फा. सं. आर-31015/72/2004-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 30th December, 2005

S. O. 4830.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2415 dated the 04th July, 2005, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), published in the Gazette of India dated the 09th July, 2005, the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of petroleum products from Mundra in the State of Gujarat to Delhi through Mundra-Delhi Petroleum Product Pipeline by Hindustan Petroleum Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public on the **5th September, 2005;**

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of declaration, in Hindustan Petroleum Corporation Limited, free from all encumbrances, subject to the conditions imposed vide this Ministry's consent letter no. R-31015/7/03 OR- II dated 25-11-2004.

SCHEDULE

MOUZAMABAD

Tehsil : MOUZAMABAD		District : JAIPUR		State : RAJASTHAN		
Sr. No.	Name of the Village	Khasara No.	Area			
			Hectare	Acre	Sq.mtr.	
1	2	3	4	5	6	
1. RAHALANA		2564/1(G/L)	0	00	61	
		2564/2				
		2562(G/L Pasture)	0	02	78	
		2558	0	00	59	
		2438(G/L Pasture)	0	01	90	
		2017	0	01	05	
		2015	0	01	11	
		166	0	00	38	
		372	0	00	45	
		369/1	0	01	04	
		369/2				
		369/2/1				
		389	0	00	37	
	2. BENIKHEDA		2375	0	00	48
		2376	0	00	66	
		2374	0	01	14	
		2364/1	0	00	15	
		2364/2				
		2324	0	00	30	
		2323	0	00	18	
		2228	0	00	27	
		2229	0	00	42	
3. KERIYABUJURG			414	0	00	76
		417	0	00	35	
		352(G/L Abadi)	0	02	63	
		345(G/L Abadi)	0	00	66	
		467(G/L Kharda)	0	01	80	
		544(G/L Cart Track)	0	00	75	
		629/2	0	02	63	
		629/3				
		634	0	01	49	
		632	0	00	38	
4. GEGA		675	0	00	56	
		672	0	00	27	
		136	0	02	17	
		114(G/L Cart Track)	0	00	32	
		130	0	05	84	
		103	0	14	83	

Tehsil : MOUZAMABAD		District : JAIPUR		State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area			
			Hectare	Are	Sq.mtr	
1	2	3	4	5	6	
4	GEGA (Contd...)	39	0	02	19	
		110	0	00	20	
		111	0	10	40	
		20	0	02	37	
5	HARSOLI	1523	0	06	96	
		1520(G/L Cart Track)	0	00	90	
		1517	0	06	34	
		1515/2343	0	02	85	
		1513	0	02	78	
		1504	0	01	82	
		1494/5	0	00	43	
		1494/2327	0	25	30	
		51	0	06	04	
		5/2278(G/L Pasture)	0	01	54	
		70	0	01	34	
		68	0	01	27	
		85	0	00	89	
		79/2301	0	00	44	
		123/2307	0	00	57	
		133	0	08	19	
		120	0	00	33	
6	GOPIPURA	329	0	00	57	
		330	0	00	60	
		337(G/L Cart Track)	0	00	17	
		340	0	00	64	
7	SHRIRAMNAGAR	140	0	00	96	
8	CHARASARA	27	0	01	54	
		22	0	01	42	
		1(G/L Nala)	0	01	36	
9	BHOJPUR	21(G/L Nala)	0	05	76	
		246	0	00	10	
		245	0	00	35	
		235(G/L Cart Track)	0	00	25	
		330/565	0	00	52	
		329	0	00	08	
		231	0	00	28	
		340(G/L Well)	0	00	82	
		352	0	00	53	
		225(G/L Cart Track)	0	00	24	

Tehsil : MOUZAMABAD		District : JAIPUR	State : RAJASTHAN				
Sr. No.	Name of the Village	Khasara No.	Area				
			Hectare	Are	Sq.mtr.		
1	2	3	4	5	6		
9.	BHOJPUR (Contd...)	484/576	0	00	47		
		484/577					
10.	DUDU	493(G/L Nala)	0	00	05		
		4290	0	00	47		
		4291	0	00	31		
		4281	0	00	55		
		4526	0	00	59		
		4515/1	0	01	12		
		4515/2					
		4534	0	00	16		
		4533	0	00	11		
		4542	0	00	31		
		4663(G/L Cart Track)	0	00	24		
		4951(G/L Road)	0	00	34		
		4669	0	03	02		
		4932	0	01	48		
		4925/1	0	05	74		
		4925/2(G/L Cart Track)	0	01	01		
		4902	0	02	85		
		11.	BAGET	241	0	00	16
				223	0	00	82
				234	0	00	36
				232	0	00	52
215(G/L Cart Track)	0			00	31		
280	0			00	10		
291	0			03	00		
214	0			00	20		
292/1/1	0			01	87		
292/1/2							
292/1/3							
292/2							
301	0			01	56		
304/1	0			04	77		
304/2							
305	0			01	37		
324	0			01	96		
325	0			00	04		
326	0			02	21		
344	0	00	66				
414	0	01	72				

Tehsil : MOUZAMABAD		District : JAIPUR	State : RAJASTHAN		
Sr. No.	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
11.	BAGET (Contd...)	413	0	00	56
		495	0	00	98
12.	GUDHASAYPURA	55(G/L Pasture)	0	01	19
		53/493	0	01	12
		53/5	0	00	26
		51/499/9	0	00	27
		51/1/2/5	0	02	21
		51/1/2/1	0	00	56
13.	CHAKMAHESHPURA	1/1(G/L Pasture)	0	00	25
		20(Irrig.Deptt.Canal)	0	00	16
14.	CHANDARMOOL	420	0	01	40
		421	0	00	29
		422	0	00	20
		425	0	00	06
		433	0	00	85
		436	0	01	03
		418	0	01	76
		416(G/L Cart.Track)	0	00	12
15.	MAHESHPURA	77	0	00	36
		166/1	0	01	05
		166/2			
		167/1			
		167/2			
16.	MANPURA	55	0	01	23
		12	0	01	71
		20/1	0	01	03
		20/2			
		30			
		26/1			
		26/2	0	00	62
17.	AKHAIPURA	690	0	00	48
		1402/1	0	02	69
		1402/2			
		1393	0	02	02
		1144/1(G/L)	0	00	82
		1144/2(G/L Abadi)			
		1100	0	00	73
		1097	0	01	52
		1069	0	02	52
		1063	0	06	18
18.	GANGATIKHURD	29(G/L Cart Track)	0	00	21

Tehsil : MOUZAMABAD		District : JAIPUR	State : RAJASTHAN		
Sr. No.	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
18	GANGATIKHURD (Contd...)	18(G/L Pasture)	0	02	29
		24	0	02	12
		20	0	00	54
		21/1	0	03	39
		21/2			
		110(G/L Cart Track)	0	00	29
		141/1	0	01	18
		141/2			
		141/3			
		141/4			
19	GANGATIKALAN	946	0	00	55
		945	0	00	73
		951	0	00	70
		972	0	00	60
		970	0	01	33
		971	0	00	20
		967	0	01	70
		1008	0	00	97
		1009	0	00	25
		994	0	01	28
		993	0	00	24
		858	0	01	65
		897	0	02	79
		895	0	00	38
		893(Irrig. Deptt. Nali)	0	00	62
		1071(G/L Tiba)	0	00	14
		1102	0	00	19
		129	0	01	24
		109	0	00	83
		115	0	00	47
116	0	02	24		
183	0	08	86		
20	KHATWAR	196(G/L Cart Track)	0	01	32
		195	0	00	31
		194	0	04	52
		193	0	11	95
		462(G/L Pasture)	0	00	58
		462/1268	0	06	33
		462/1270	0	00	87
		455(G/L Pasture)	0	00	49

Tehsil : MOUZAMABAD		District : JAIPUR		State : RAJASTHAN		
Sr. No.	Name of the Village	Khasara No.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
20. KHATWAR (Contd...)		678/1313	0	00	42	
		677/1				
		677/2	0	00	84	
		677/3				
		658	0	00	44	
		640	0	00	12	
		604	0	00	63	
		713	0	00	56	
		761	0	00	81	
		756	0	00	42	

[No. R-31015/72/2004-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 30 दिसम्बर, 2005

शुद्धिपत्र

का. आ. 4831.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 333, तारीख 20 जनवरी, 2005, में जो भारत के राजपत्र, भाग II, खंड 3, उपखंड (ii) तारीख 29 जनवरी 2005 में पृष्ठ 1007 से पृष्ठ 1020 पर प्रकाशित की गई थी, निम्नलिखित संशोधन करती है, अर्थात्:-

I. उक्त अधिसूचना के हिन्दी रूपान्तर की इस अनुसूची में:—

(क) पृष्ठ संख्या 1009 पर,

(i) स्तम्भ 2 में ग्राम “नौगांवा”, के सामने स्तम्भ 3 के सर्वे नम्बर “238”, में स्तम्भ 4 के क्षेत्रफल “9.1189” के स्थान पर क्षेत्रफल “0.1189”, रखा जाएगा ;

(ii) स्तम्भ 2 में ग्राम “बिसनखेड़ा”, के सामने स्तम्भ 3 के सर्वे नम्बर “280”, में स्तम्भ 4 के क्षेत्रफल “0.1396” के स्थान पर क्षेत्रफल “0.1900”, तथा सर्वे नम्बर “281”, में स्तम्भ 4 के क्षेत्रफल “0.1900”, के स्थान पर क्षेत्रफल “0.1396”, रखा जाएगा ;

(ख) पृष्ठ संख्या “1011” पर, स्तम्भ 2 में ग्राम “खेड़ा पवोला”, के सामने स्तम्भ 3 के सर्वे नम्बर “528”, तथा स्तम्भ 4 के क्षेत्रफल “0.1898”, के बाद सर्वे नम्बर “531”, तथा क्षेत्रफल “0.0634”, जोड़ा जाएगा ;

II. उक्त अधिसूचना के अंग्रेजी रूपान्तर की इस अनुसूची में-

(ग) पृष्ठ संख्या “1015” पर, स्तम्भ 2 में ग्राम “भड़सिम्बा”, के सामने स्तम्भ 3 के सर्वे नम्बर “379 (शास रास्ता)” में स्तम्भ 4 के क्षेत्रफल “0.0340”, के स्थान पर क्षेत्रफल “0.0310”, रखा जाएगा

[फा. सं. आर-31015/67/2004-ओ.आर. II]

हरीश कुमार, अवर सचिव

New Delhi, the 30th December, 2005

Amendment

S. O. 4831.—In exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas, number S.O. 333, dated the 20th January, 2005, published at pages 1007 to 1020 in Part II, section 3, sub-section(ii) of the Gazette of India, dated the 29th January, 2005, namely:-

I. In the Schedule to Hindi version of the said notification:-

(a) at page 1009,

- (i) against village "NAUGAVA" in column 2, in survey no. "238" in column 3, for the area "9.1189" in column 4, the area "0.1189" shall be substituted;
- (ii) against village "BISANKHERA" in column 2, in survey no. "280" in column 3, for the area "0.1396" in column 4, the area "0.1900" shall be substituted; and in survey no. "281" in column 3, for the area "0.1900" in column 4, the area "0.1396" shall be substituted;

(b) at page 1011 against village "KHERA PACHOLA" in column 2, after survey no. "528" in column 3 and the area "0.1898" in column 4, survey no. "531" and the area "0.0634" shall be inserted;

II. In the Schedule to English version of the said notification:-

(c) at page 1015, against village "BHADSIMBA" in column 2, in survey no. "379(Govt.Road)" in column 3, for the area "0.0340" in column 4, the area "0.0310" shall be substituted;

[No. R-31015/67/2004-O.R.-II]
HARISH KUMAR, Under Secy.

शहरी विकास मंत्रालय

नई दिल्ली, 30 दिसम्बर, 2005

का. आ. 4832.—दिनांक 7 जुलाई, 2004 की अधिसूचना सं० 25011/7/85-डब्ल्यू-2 में आंशिक संशोधन करते हुए राजघाट समाधि अधिनियम, 1951 (1951 का 41) की धारा 4 की उक्त धारा (1), (2) तथा (3) के साथ पठित धारा 3 द्वारा प्रदत्त शक्तियों का उपयोग करते हुए केन्द्र सरकार श्री गुलाम नबी आज़ाद के स्थान पर श्री एस० जयपाल रेड्डी, शहरी विकास मंत्री को राजघाट समाधि समिति का अध्यक्ष नियुक्त करती है।

[फा. सं. -25011/7/85-डब्ल्यू-2]

देवेन्द्र कुमार, अवर सचिव

Ministry of Urban Development.

New Delhi, the 30th December, 2005

S. O. 4832.—In partial modification of the Notification No. 25011/7/85-W2 dated 07th July, 2004, the Central Government appoints Shri S.Jaipal Reddy, Minister of Urban Development as Chairman of Rajghat Samadhi Committee in place of Shri Ghulam Nabi Azad, in exercise of the powers conferred by section 3 read with sub-sections (1), (2) and (3) of section 4 of the Rajghat Samadhi Act, 1951 (41 of 1951).

[No. 25011/7/85-W-2]
DEVINDER KUMAR, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 2 दिसम्बर, 2005

का. आ. 4833.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई नं.-1 के पंचाट (संदर्भ संख्या 6/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-12-2005 को प्राप्त हुआ था।

[सं. एल.-31011/24/2000-आई आर (एम)]

सी. गंगाधरण, अवर सचिव

MINISTRY OF LABOUR

New Delhi, the 2nd December, 2005

S.O. 4833.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 6/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai No. 1 as shown in the Annexure, in the industrial dispute between the management of Mumbai Port Trust, and their workmen which was received by the Central Government on 02-12-2005.

[No. L-31011/24/2000-IR(M)]

C. GANGADHARAN, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI****PRESENT:**

Justice Ghanshyam Dass, Presiding Officer

Reference No. CGIT-06 of 2001

PARTIES:

Employers in relation to the Management of Mumbai Port Trust.

AND

Mumbai Port Trust Dock and General Employees Union.

APPEARANCES:

For the Management : Shri M. B. Anchan, Adv.

For the Workman : Shri Patil, Adv.

State : Maharashtra

Mumbai, dated the 17th day of November, 2005

AWARD

This is a reference made by the Central Government in exercise of its powers under clause (d) of sub section 1 and sub-section 2A of Section 10 of the Industrial Disputes

Act, 1947 (the Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-31011/24/2000/IR(M) dated 02-2-2001. The terms of reference given in the schedule are as follows :

“Whether the action of the Management of Mumbai Port Trust, Mumbai in terminating the service of Shri Vilas Shankar Sawant, Messenger, Gr. II by way of removal from service w.e.f. 12-8-99 is legal and justified? If not, what relief the workman is entitled to?”

2. The statement of claim dated 13-6-2001 has been filed by the workman wherein it has been alleged that he remained absent from duty on account of own sickness as well as sickness of his wife. His absence was not unauthorized. He obtained medical certificate but they were not considered when he presented himself to resume the duties. The domestic enquiry was ordered by Dy. Manager, Hamallage by order dated 02-2-1999. Shri S. S. Tijore was appointed as Enquiry Officer. Shri D. Niyogi was appointed as Presenting Officer under Regulation, 12(5)(c) of the Mumbai Port Trust Employees (Regulation Control and Appeal) Regulation 1996. The chargesheet was issued to which no reply was submitted. However, during the course of domestic enquiry the workman defended himself through defence representative Shri R. G. Hindlekar. The workman examined himself in defence and produced medical certificate. The Enquiry Officer found the charge of misconduct for remaining absent from duty unauthorisedly for a sufficient long time on different occasions as mentioned in the charge sheet.

3. The workman has contended that the enquiry is not just and fair and consequently the punishment of removal from service is too harsh since the workman is a handicapped person and his appointment had been made treating him to be a handicapped candidate on 08th November, 1983 as a Messenger Gr. II, in the Mumbai Port Trust.

4. The Management of Mumbai Port Trust filed the Written Statement alleging that the Workman was in the habit of remaining absent frequently and on so many occasions unauthorisedly. In fact, he was earlier imposed a minor penalty of one increment for one year for his absence from duty for 554 days on 27 occasions. The workman again absented himself for 13 months from 16-12-1993 to 13-1-1995 unauthorisedly for an aggregate period of 166 days on 18 occasions, for 13 occasions he did not apply for leave. When he resumed duty on 14-1-1995 he submitted 5 medical certificates, 3 pertained to his wife's sickness for 80 days and two pertained to his own illness for 65 days for 3 occasions covering of 151 days. After 3 days of duty he again absented himself from 17-1-1995 to 20-11-1998. The workman produced a medical certificate dated 05-7-1997 from Dr. R. C. Kaith for a period of 5 months. After 3 days he came to resume duty on 10-7-1997. He was referred to Wadala dispensary for

obtaining fitness certificate but he did not resume the duty with fitness certificate. At last, he came to resume duty on 08th Feb. 1999 along with a medical certificate dt. 30-1-99 from Dr. Y. H. Sheikh for a period of about 18 months certifying that he was suffering from depression. He also produced a fitness certificate dated 01-2-99 from J. J. Hospital. He was sent to P. T. M. O. for fitness certificate. He underwent investigation from 22-2-1999 to 07-3-1999 for which P. T. M. O. gave him medical certificate and fitness certificate dated 08-3-1999. He was allowed to resume duty on 10-3-1999. In view of his unauthorized absence he was chargesheeted under Regulation 3 of (1a) (II) for misconduct. The enquiry was conducted in accordance with law. Due opportunity of hearing was given. The enquiry resulted against the Workman. The charge of misconduct was found to have been proved. He was accordingly awarded the major penalty of removal from service. He made the appeal to the Traffic Manager, the appellate authority, but it was dismissed. He then moved a review application to the Chairman who after hearing the Workman rejected the Review application.

5. The workman examined himself while the Management led the evidence of Mr. Gautam, Assistant Manager and Shri Shreeshchandra R. Shah Assistant Manager, Docks. The enquiry file has been filed on record and all the documents are duly proved.

6. I have heard the learned counsel for the parties and gone through the record.

7. The learned counsel for the workman at the very outset submitted that he does not want to contest the enquiry or its findings regarding the guilt of the Workman. He puts forward only the mercy appeal. He wants that the poor workman who is a handicapped person and appointed as such should be sympathetically given a lenient view and it would be in the interest of justice if he is allowed to reinstate in service after giving a pardon to him as a last opportunity. He further submitted that the Workman is ready to forego the back wages. The Workman in person, agreed to the offer made by his counsel before me.

8. Considering the evidence available on record this much is clear that the domestic enquiry has been conducted in a just and fair manner. The finding of the Enquiry Officer has been arrived at after appraisal of the evidence in a just manner. There is sufficient evidence to support the charge of misconduct. In fact, the absence is not disputed. Absence is admitted. Sufficient explanation has been furnished that the absence has been on account of ailment of self and his wife. He produced the medical certificate from the Competent Doctors including J. J. Hospital but that did not find favour with the Management. However, the finding of misconduct is based on sufficient evidence.

9. Now, the only question which remained to be seen is as to whether the workman be considered being a handicapped person for reinstatement.

10. Keeping in mind the service record of the workman it appears that he is a habitual defaulter in not attending to his duties regularly. He remained absent as and when he liked. However, the fact is not to be ignored that he had been absent on account of ailment. The past record of absence is condoned since he was imposed a penalty for it by stoppage of one increment. Now, the period in question for which he has been held to be guilty of misconduct is too long and it should not be ignored. However, the Workman is a Handicapped person and that is a big plus point for him. For it, I take the humanitarian and sympathetic approach on the matter to favour the workman with reinstatement after setting aside the punishment of removal from service in the ends of justice and to follow the legislative spirit behind the recruitment of handicapped persons.

11. Hence I conclude that the action of the Management in terminating the service of Shri Vilas Shankar Sawant, Messenger, Gr. II by way of removal from service w.e.f. 12-8-1999 is not proper. It is to be set aside and the workman is ordered to be reinstated immediately on receipt of the award. The reinstatement will be subject to liberty to the Management to take the punitive and stern action against the Workman, if he absents himself once again even for a short period without any prior information or leave. The workman shall not be entitled to any back wages till the date of reinstatement.

12. The reference is answered accordingly.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 2 दिसम्बर, 2005

का. आ. 4834.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई नं.-1 के पंचाट (संदर्भ संख्या 24/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-12-2005 को प्राप्त हुआ था।

[सं. एल.-12011/7/98-आई आर (बी. II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 2nd December, 2005

S.O. 4834.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 24/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai No. 1 as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workmen which was received by the Central Government on 02-12-2005.

[No. L-12011/7/98-IR(B. II)]

C. GANGADHARAN, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, MUMBAI****PRESENT:**

Justice Ghanshyam Dass, Presiding Officer

Reference No. CGIT-24 of 1999

PARTIES:

Employers in relation to the Management of Canara Bank.

And

Their workmen.

APPEARANCES:

For the Management : Mr. A. Kulkarni, Law Officer.

For the Union : Mr. Subramanyam.

State : Maharashtra

Mumbai, dated the 16th day of November, 2005

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 (the Act for short). Vide Government of India, Ministry of Labour, New Delhi Order No. L-12011/7/98-IR(B-II) dated 09-4-1999. The terms of reference given in the schedule are as follows :

"Whether the action of the Management of Canara Bank in not adhering to the guidelines laid down by the Ministry of Finance for absorption/regularisation of the services of Shri Mohammed Innuus Fazal Rehman and Others (as per the enclosed list) engaged as drivers of the Bank's Executives as permanent workmen of the Bank is legal and justified ? If so, what relief are the concerned drivers entitled to and from what date ?"

2. It may be mentioned that the reference has been contested by the workers in question working with Canara Bank's Executives through Canara Bank Staff Union (hereinafter referred as 'Union' for short). The preliminary objection was raised that the Canara Bank may not be permitted to contest the matter through Advocate under section 3(4) of the Industrial Disputes Act (hereinafter referred to as the "Act" for short). That objection had been upheld by this tribunal and the said order has been upheld by the Honourable High Court of Bombay in Writ petition No. 1393 of 2002.

3. Hereafter, another preliminary objection was raised by the Canara Bank that this tribunal has got no territorial jurisdiction with respect to certain workers in this reference. This objection has been repelled by this tribunal and the jurisdiction has been found vide order dated 12-6-2003.

4. Now the reference is for final decision.

5. The Union has filed the Statement of Claim. The main contention is that the workers as shown in the list enclosed with it have been continuously working for years together with Canara Bank as Drivers with different Executives of Canara Bank as shown in the list. It is alleged that prior to the year 1969 when the Bank was privately owned only top 5 executives were provided with car with drivers who were permanent employees of the Bank. On the eve of nationalisation one General Manager and four Dy. General Managers were considered to be top executives and they were provided the cars with drivers. Thereafter on further expansion of the Bank, there were seven pay scales for Officers. From Scales 1 to III constitute Junior and Middle management. Officers falling in pay scale IV are designated as Divisional Managers or Chief Managers and their number is 318; Officers in pay scale V are in number 133 and they are designated as Assistant General Managers; Officers in pay scale VI numbering 35 are designated as Dy. General Managers and Officers in pay scale VII number in 22 are designated as General Managers. The total number of Executives in the Bank is 508 as on 01-4-1999. All these executives are entitled to Bank car. Further the Officers in the Scale III who are designated as Senior Managers and have independent charge of a branch and also the Senior Managers who are working at the branches together with the Chief Manager or Asstt. General Manager are also eligible for bank car but they are not entitled to keep the Drivers. The payment made by the Executives to the Drivers is reimbursed by the employer (Canara Bank) under the Bank Service Rules. Certain Drivers provided to Officers of the Scale V, VI and VII are enjoying the status of permanent workmen of the Bank. The discrimination is being made for the drivers in question which are being kept by the executives but they are not being treated as workmen of the Bank. The matter was raised by the Union but no solution came forward. The service of the Drivers attached to the Executives were not treated to the services with the Bank.

6. It has been specifically contended vide para 10 of the Statement of claim that the patron of engagement of drivers in other public sector banks is more or less as Driver in Canara Bank. Taking note of the double standard adopted by the management, the Ministry of Finance, Govt. of India, sometime in early 1991, issued guidelines to all the Nationalised Banks to take necessary steps to regularize the services of the drivers attached to the executives who are not treated as Bank's employees. Pursuant to the same, the erring public sector bank took positive steps in the

matter by taking necessary decision or arriving at settlements with the respective unions. Canara Bank management has not taken any such steps in this regard and for this reason the Government has made the instant reference.

7. The Canara Bank in its written Statement has contended that there is no relationship of employer—employees in between Bank and the workers in question and hence the government erred in exercising its power under Section 10 of the Act by making the instant reference. The workers in question are not to be called as workmen as defined under Section 2(k) and 2(s) of the Act. It's next contention that the reference is vague since the terms of the reference presumed about the specific guidelines of Ministry of Finance for Absorption/Regularisation nor adhered to by the Bank. In fact, there are no guidelines by the Ministry of Finance and hence the question of adherence by the Bank does not arise.

8. In this view of the matter the following points arise for consideration at this juncture :

- (i) Whether there is employer-employee relationship between the Bank and the workers under the reference ?
- (ii) Whether it is proved that Finance Ministry has laid down guidelines with respect to the absorption of personal drivers as applicable to all Nationalised Banks ?
- (iii) Whether all the claimants have proved themselves to be eligible and entitled for the absorption in the service of the Bank.
- (iv) What relief if any, claimants are entitled ?

Point No. (i) :

The learned counsel for the Bank has placed reliance upon the following three cases :

- (i) The Honourable Supreme Court in the case of Employers in relation to Punjab National Bank vs. Ghulam Dastagir (1978) LLJ 1 Page No. 312 ... "The evidence adduced before the Tribunal, oral and documentary lead only to one conclusion that the Bank made available certain allowance to facilitate the Area Manager, Shri Sharma privately to engage a driver. Of course, the jeep which he was to drive, its petrol and oil requirements and maintenance, all fell within the financial responsibility of the Bank. So far as the driver was concerned, his salary was paid by Shri Sharma as his employer who draw the same granted to him by way of allowances from the Bank. There is nothing on record to make out a nexus between the Bank and the driver. There is nothing on record to indicate that the

control and direction of the driver vested in the bank. After all the evidence is clearly to the contrary. In the absence of material to make out that the driver was employed by the Bank, was under his direction and control, was paid his salary by the Bank and otherwise was included in the army of employees in the establishment of the Bank. We cannot assume the crucial points which remain to be proved..... It is not unusual for public sector industry or a nationalized banking institution to give allowances to its high level Officers leaving it to them to engage the services of the drivers or others for fulfilling the needs for which the allowances are meant."

- (ii) In the case of Shri Bhagwan vs. National Housing Bank and Others reported in 2001 LLR 866 the Honourable High Court of Delhi observed that reimbursement of conveyance expenses including the payment of wages and petrol to the Chairman and Managing Director will not treat the driver, as the employee of the Bank.

9. It is also pointed out by the Canara Bank that one driver claiming himself to be the driver of Canara Bank has raised Industrial Dispute by C.G.I.T., New Delhi, I. D. No. 42 of 1993 where in the Presiding Officer of CGIT, New Delhi dismissed the reference holding that there was no Master-Servant relationship between the Bank and the Driver kept by the Executives out of his own.

10. In the instant reference the Union has examined as many as 20 witnesses namely :

1. Shrikrishna T. Salvi
2. Mohammed Yunus Fazal Rehman
3. Shantaram D. Kunder
4. Santosh S. Pange
5. Devdas D. Raut
6. Kiran Ghavare
7. Abdul Rehman Mohammad Yusuf
8. Naresh H. Gaikwad
9. Chandrashekhar G. Dewadiga
10. Mohammad Latif Mohammad Ismail
11. Mukhtar J. Sheikh
12. Santosh D. Shinde
13. Anil Keshav Maske
14. Arvind S. Ghadigaonkar

15. Shankar Y. Budhavailekar
16. Shankar D. Khandagale
17. Zaraag Khan
18. Shridhar A. Kunder
19. Anil R. Godse
20. Vijay Vithal Aroskar

The Canara Bank has examined Shri Murli Manohar in support of its claim.

11. After going through the evidence on record, the clear picture which emerges on record is that none of the claimants was in service of the Bank on any date. This much is clear that all the persons in question working as Drivers with different Officer of the Bank at different places are being engaged by the said Officers. These Officers pay the money to the Drivers out of their own pocket though they claim reimbursement to certain extent and not always in full from the Bank as available to them under the Bank's circulars. No appointment letter to any of the drivers in question was ever issued by the Bank nor their services are being supervised by the Bank. The learned counsel for the Union has cited the following citations.

12. (a) State of Madras *V/s.* C. P. Sarathy 1953 ILLJ 174 SC.
- (b) Express News papers *V/s.* Their workmen—1962—II LLJ 227 SC.
- (c) Delhi Cloth and General Mills Co. Ltd. *V/s.* Their workmen 1967—ILLJ 423 SC.
- (d) Avon Services (Production Agencies) Pvt. Ltd. *V/s.* Industrial Tribunal, Haryana and Ors. 1979—ILLJ 1 SC.
- (e) Food Corp. of India Workers Union *V/s.* Food Corporation of India 1996 II LLJ 920 SC.
- (f) A. P. Electricity Board & Ors. *V/s.* Venkateswara Rao J. & Ors. 2003 I LLJ 219 SC.

I have gone through all the aforesaid cases. None of them is helpful to the 'Union' for showing and concluding that relationship of Employer and Employee exist in between the workers in question and the Canara Bank. The contention of the Union that since the reference has been made by the Government, it may be concluded that the reference is maintainable is not acceptable at all. Mere reference by the Government does not give jurisdiction to the tribunal, if it is of the opinion that the relationship of employer and employee is not there and the workers in question are not the workmen as defined under the Industrial Dispute Act.

13. Considering the oral/documentary evidence available on record and the settled legal position cited above, I conclude that the workers in question are not the workmen being not the employees of the Canara Bank and hence the reference deserves dismissal.

14. Point Nos. (ii) & (iii) : This point need not be thrashed out in view of my finding on Point No. 1. However, on merits, I feel that the Government has made this reference under the presumption that Finance Ministry has laid down certain guidelines for regularization/Absorption of the Drivers that there is no material on record which may be said to be sufficient for concluding that Finance Ministry has ever issued any guidelines and since they have not been adhered to by Canara Bank it is guilty for breach thereof.

15. The documents marked as Exhibit M-1 and M-2 are dated 23-6-1997 and 23-10-1998 respectively. From the perusal of M-1 it appears that it is being written by the Government of India, Ministry of Finance to the Chief Executives of all Public Sector Banks. Necessity of this letter had arisen on account of submission of proposals for absorption of personnel drivers engaged by the executives by the Bank on regular establishment of the Bank. The Ministry of Finance had directed all the concerned General Managers of the Bank not to send any proposal for absorption of the driver to the regular establishment by the bank and it is specifically advised that no personnel driver hereafter be absorbed on regular establishment. The cases where appointment have already been made may not be re-opened. In the another letter dt. 23-10-98, the Ministry of Finance however, clarified that the Bank may take its own decision to fill up the post of sub-staff driver cadres by calling candidates from various places and not restricting it to candidates sponsored by Employment Exchange only. The Bank may prescribe its eligible criteria and other terms and conditions. The Bank may also keep in view the Supreme Court order in Civil Appeal No. 511646/11724 of 1996 envisaging the need for giving due publicity to the vacancies to be filled up by an institution and also follow its MOU. After going through the aforesaid documents there appears to be no merits in the contention that action of the management of Canara Bank in not adhering to the guidelines laid down by the Ministry of Finance Absorption/Regularisation is illegal. The question of adherence does not arise since there is no guidelines which may compel Canara Bank to absorb all the personnel drivers kept by the Executives to the regular establishment of the Bank.

16. The 'Union' has submitted that during the period 01-4-1999 to 01-1-2003 the Bank has converted the existing Bank drivers in permanent employment of the Bank as peons. So far as only 30 persons concerned in the present reference have been absorbed as Peons and it is further submitted by the Union in the written argument that the

persons namely Mohd. Uniz Fazal and Aslam Sheikh Adam at Sr. No. 1 and 64 respectively have been absorbed as part-time employees. The other numbering 21 covered in the schedule of reference have not been absorbed so far and the tribunal may direct the Bank to absorb them.

17. Keeping in mind, the discussions made above, no blanket directions for absorption of the left out can be given by this tribunal at this juncture. The Bank has pointed out that full details with respect to the Father's name, Date of employment, Residential address have not been given out by the Union. It however, is immaterial. The absorption is to be made by the Bank only in accordance with rules for recruitment against the vacant post and that too subject to suitability. The workers under the reference cannot be absorbed as a entire lot without considering the merits.

18. **Point No. (iv)** : In view of above, the workers are not entitled to any relief.

19. The reference is accordingly answered in affirmative.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 2 दिसम्बर, 2005

का. आ. 4835.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 36/02) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-12-2005 को प्राप्त हुआ था।

[सं. एल.-12012/69/2002-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 2nd December, 2005

S.O. 4835.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 36/02) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial Dispute between the management of Vijaya Bank, and their workmen which was received by the Central Government on 02-12-2005.

[No. L-12012/69/2002-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated, the 10th November, 2005

PRESENT:

Shri A. R. Siddiqui, Presiding Officer.

C. R. No. 36/2002

Shri K. Hari Rao,
No. 312, Second Cross,
Durgadevi Temple Road,
Nazarabad,
Mysore-10

... I Party

The Regional Manager,
Vijaya Bank,
Head Office,
41/2, M. G. Road,
Trinity Circle,
Bangalore-560001

... II Party

AWARD

The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/69/2002-IR(B-II) dated 12th July, 2002 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the Vijaya Bank is justified by refusing employment to Shri K. Hari Rao as a temporary sub-staff w.e.f. 4-9-2001? If not, what relief the workman is entitled to and from which date?"

2. The case of the first party workman is his claim Statement, briefly, stated is that he as a sub-staff in the Second Party Bank started working from November 1987 and worked for different periods in various branches of the Second Party management like Gokulum, Nazarabad, Saraswathipuram and Pandavapura between 1987 and 4-9-2001. continuously. He was refused employment on 4-9-2001 orally without there being any written order of termination, issuing any memo, show cause notice or conducting any enquiry; that he worked sincerely to the best satisfaction of his superiors attending various types of work entrusted to him without any break in service continuously for a period of more than 2 years at Pandavapura Branch when he was refused work by the management bank for no good reasons; that he was initially paid salary against the days worked and since from 1999 he was being paid monthly salary of Rs. 3,121 including DA, HRA and CCA and he was getting salary of Rs. 3,765 when he was refused employment by the Bank. His name figured at Sr. No. 2 in the list of 33 employees similarly situated.

3. After refusal of employment, he met the Chief Manager of the Bank and he also asked him not come for work as his services have been terminated; that the first party has been in the services of the bank with unblemished service record for a period of more than 10 years including 2 years continuous service at Pandavapura Branch. He worked continuously for 240 days in the said branch before his services were discontinued therefore, the action of the

management in refusing employment to the first party tantamounts to retrenchment there being no compliance of Section 25 F (a & b) of the ID Act and in the result he is entitled to be reinstated in service with full back wages and other consequential benefits.

4. The management by filing its Counter Statement first of all denied the relationship of master and servant between the management and the first party on the ground that first party was engaged only as a Temporary Peon at some of the branches under Mysore region of the management during varied periods on different dates, intermittently as per the provisions of Bipartite Settlement, that clause 20.7 of the Bipartite Settlement does not confer any legal right on the workman either to seek continuance of such engagement or for regular absorption, he being a temporary worker depending on various factors like eligibility for performance, sponsorship through Employment Exchange, availability of vacancy etc. Therefore, the first party being a temporary workman, there was no question of the management terminating his services and violation of any of the provisions of the ID Act; that based on the provisions of Shastri and Desai Awards and the provisions contained in bipartite settlement, the Branch Managers of the aforesaid branches under Mysore Region of the management had engaged the first party as a Temporary Peon on temporary basis during the absence/leave period of regular peon in those branches on different dates intermittently. He was engaged by Gokulam branch during the period 1987 to 1989 for a total period of 205 days on daily wages. He was engaged to Saraswathipuram branch during November 1997 for a period of 28 days against the leave vacancy as admitted by the first party workman himself in his Claim Statement. The Management denied that the first party was engaged continuously from 1987 till 4-9-2001 and that he had put in 10 years of continuous service including the period of 2 years service at Pandavapura Branch. Therefore, question of violation of Section 25 F (a&b) does not arise and the alleged termination does not amount to retrenchment under Section 2(oo) of the ID Act. It further contended that the case on hand falls under the provisions of Section 2(oo)(bb) of the I. D. Act as termination of the services of the workman was as a result of non renewal of the contract of employment between the employer and the employee. It also denied the contention that the action of the management amounts to unfair labour practice. In the last the management requested this tribunal to dismiss the reference.

5. During the course of trial, the management examined one witness by filing his affidavit by way of evidence and in his further examination chief got marked the documents at Ex. M1 to M11. His statement in further examination chief with reference to the documents is as under :—

“One Mr. Venkatesh has been working presently against the permanent post of Peon. The first party

was being engaged by the Bank even after his appointment up till 31-3-2001 intermittently to complete the work load.

I now see a letter at Ex. M1 issued to the first party for his Temporary appointment. Ex. M2 is the letter of approval from the Regional Office for his engagement. Ex. M3 is the letter similar to Ex. M1. Ex. M4 is the letter similar to Ex. M2. Ex. M5 is a form of certificate issued to the first party. Ex. M6 is the letter similar to Ex. M1. Similarly Ex. M7. Ex. M-8 is the non-approval letter from the Regional Office for engaging first party.

Ex. M9 is the statement showing the period of work done by first party and the payment of wages made to him. Ex. M10 is the extract of the Attendance Register for the period from August 1999 to July 2000. Ex. M11 is the Head Office circular.”

6. I would like to refer to his evidence by way of affidavit and his statement in cross examination as and when found relevant and necessary.

7. The first party also filed his affidavit evidence and in his further examination chief got marked 4 documents, namely 23 Pay Slips for having received wages from the various branches of the management at Ex. W1 series, the extract of pass book at Ex. W2, copy of the employment list at Ex. W3 and certificate issued in his favour by the management at Ex. W4. His evidence by way of affidavit is just a repetition of the various averments made in the Claim Statement and therefore, need not be brought on record. I would like to refer to his statement in cross examination, if, found relevant and necessary.

8. Learned counsels representing the parties have submitted their Written Arguments as well as advanced arguments, orally. The gist of the arguments for the management is that the first party having been engaged by the management in different branches on temporary basis, intermittently, gets no right to claim continuance of his services or his absorption with the bank and that the first party has not established before this tribunal that he worked continuously for a period of 240 days in a calendar year and even if it is assumed that he worked for 240 days in a period of one year preceding the date of refusal of the work, he is not entitled to the relief of regularization and other consequential benefits.

9. Whereas, the learned counsel the first party argued that the fact that the first party worked between 1987 and 1989 for a period of 205 days and since he worked for a period of 90 days and more during the said period, his name appeared in the list of temporary peons published by the Regional Office, Bangalore and that goes to suggest that he worked under the management during the above said period and thereafter once again was engaged by the management on different dates and ultimately, undisputedly

he worked with the management with Pandavapura Branch continuously for a period of more than 2 years from 7-6-99 onwards and in the result he having worked continuously for 240 days in a calendar year preceding the date of refusal of his services, his services could not have been terminated without the compliance of the provisions of Section 25 F(a&b) and therefore, the termination amounts to retrenchment held to be illegal at the hands of this tribunal. In order to support his arguments, learned counsel invited the attention of this tribunal to the 23 wage slips issued by the different branches of the bank in favour of the first party marked at Ex. W1 series and other documents produced by him referred to supra.

10. After having gone through the records, I find very much substance in the arguments advanced by the first party. As noted above, the fact that first party worked with the different branches of the management bank during the year 1987 to 1989 and he worked for a period of 205 days during those years is very much admitted by the management. It is also not denied that the first party's name appeared in the list of the candidates at Ex. W3 at Sr. No. 2 eligible to be engaged for the job of temporary peon. It is again not in dispute that subsequent to the year 1989, the first party was again engaged by the management bank of Saraswathipuram branch during the month of November 1997 for a period of 28 days. There is no dispute of the fact that from the month of June 1999 till the first party was refused employment somewhere in the month of September 2001, he worked with the above said Pandavapura Branch continuously, of course, with break in service for one or two days, intermittently. There was no suggestion made to the first party in his cross-examination that he did not work with the above said branch continuously for a period of 2 years and for a period of 240 days continuously, immediately, before his services were terminated. The averments in the affidavit of the first party on the above aspect of the case have remained absolutely undenied and unchallenged except to make a general suggestion that he never worked continuously for a period of 240 days in any calendar year. No suggestion was also made to the first party denying the genuineness of the voucher slips rather the wage slips produced by him at Ex. W1 series speaking to the fact that from June 1999 till March 2001 the first party was regularly engaged by the management in the above said Pandavapura branch continuously for a period of more than 240 days as well during twelve months calendar period immediately before his services were terminated. Of course the above said wage slips run from the month of June 1999 ending at the month of March 2001. However, it is the case of the first party that subsequent to March 2001, he was being paid daily wages and that state of affairs continued till September 2001 when he was refused employment by the management. There is no denial of this fact by the management in their Counter Statement nor by way of suggestion to the first party in his cross-examination. The

Xerox copy of the pass book produced by the first party marked at Ex. W2 would lend support to his above said contention. The entries made in the said pass book would reveal that till March 2001 the first party was being paid regular salary and it is also not denied by the management that his salary of Rs. 3,000 and odd included DA, HRA and CCA. The management also produced the statement at Ex. M9 before this tribunal to disclose that from June 1999 the first party worked up till March 2001. The management failed to produce the statement giving out the particulars as to how the services of the first party were being engaged subsequent to March 2001 till he was refused work in the month of September 2001. The fact that the first party was refused employment as on 4-9-2001 has been very much admitted by the management witness, MW1 himself in his cross-examination by saying that one Mr. Jayaprakash was the Manager of the bank on 4-9-01 when the work was denied to the first party. Therefore, in the light of the above said admission of MW1 and the statement of the first party on the said point which has gone undenied and undisputed by the management, we must proceed on the assumption that the first party was in the service of the management bank from June 1999 to September 2001 all along continuously, and therefore it goes without saying that he worked for a period of 240 days continuously during 12 calendar months immediately preceding the date he was refused work by the management. The various documents referred to in the statement of MW1 already brought on record, in my opinion will not help the case of the management to rebut or disprove the case of the first party that he was in the service of the management continuously for a period of 2 years before he was stopped in duty on 4-9-2001. Therefore, there appears very much force in the arguments advanced for the first party that he being in the service of the management continuously for a period of 2 years before he was denied work, he had fulfilled one year service as contemplated under the provisions of Section 25(b) of the ID Act and this being the state of affairs, the alleged termination of the services of the first party by the management certainly tantamounts to retrenchment as provided under section 2(o) of the ID Act and since undisputedly there was no compliance of Section 25F of the ID Act before the services of the first party was terminated it becomes a case of illegal retrenchment liable to be set aside at the hands of this tribunal. Coming to reliefs, now it is well settled principle of law that services of such a temporary workman cannot be regularized but such a workman can be reinstated in service as a temporary workman itself in case the termination is held to be illegal and void *ab initio*. Therefore, he gets the relief of reinstatement.

11. Now coming to the relief of back wages, the statement of first party in his affidavit is that he has not been engaged gainfully after his services were terminated. This fact has been disputed by the management by making

a suggestion to him in his cross-examination that subsequent to the year 2001 he worked at different places. However, except making the above said suggestion to the first party, the management did not take any pain to substantiate before this tribunal that the first party has been gainfully employed and on the other hand the management witness in his affidavit at Para 4 stated that mainly because the first party workman said to have been without any employment that itself is not a good and valid reason to regularize his services and to pay him full back wages. Even otherwise we have no reliable evidence on the part of the first party that he has not been gainfully employed and on the part of the management that he had been gainfully employed. Therefore, keeping in view such latches on both the sides appears to me a case fit to grant 50 per cent of the back wages from the date of termination till the date of reinstatement at the rate the first party was earning as on 1-3-2001. Therefore, in the light of the above, reference on hand is accordingly answered and following award is passed.

AWARD

The management is directed to reinstate the workman in service with 50 per cent of the back wages w.e.f. 4-9-01 till the date of his reinstatement at the rate the first party was earning as on 1-3-2001. He shall be treated as temporary sub-staff entitled to wages in accordance with law. The management is at liberty to terminate his services, if so desired in accordance as per law.

(Dictated to PA transcribed by her corrected and signed by me on 10th November 2005).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 6 दिसम्बर, 2005

का. आ. 4836.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार (1) मैसर्स एसोसिएशन आफ शिपिंग इन्टरेस्ट इन कलकत्ता, (2) मैसर्स इण्डिया ट्रांसपोर्ट एण्ड ट्रेवल (पी.) लि., (3) मैसर्स योगी सीवेज (पी.) लिमिटेड के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 24/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06-12-2005 को प्राप्त हुआ था।

[सं. एल.-32012/5/2004-आई आर (बी.-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 6th December, 2005.

S.O. 4836.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 24/2005) of

the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure, in the Industrial Dispute between the management of M/s. Association of Shipping Interest in Calcutta, M/s. India Transport and Travel (P) Ltd., M/s. Yogi Seaways (P) Ltd. and their workmen, which was received by the Central Government on 06-12-2005.

[No. L-32012/5/2004-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 24 of 2005

PARTIES:

Employers in relation to the management of M/s. Association of Shipping Interest in Calcutta.

M/s. India Transport and Travel (P) Ltd.

M/s. Yogi Seaways (P) Ltd.

AND

Their Workmen.

PRESENT:

Mr. Justice Hrishikesh Banerji, Presiding Officer

APPEARANCE:

On behalf of Management : Mr. R. C. Jain, Secretary of the Association of Shipping Interest in Calcutta.

On behalf of Workmen : Ms. G. Varalakshmi, Advocate for Calcutta Port Watchmen Pool Watchmen & Supervisor United Welfare Association.

State : West Bengal.

Industry : Shipping

Dated : 17th November, 2005.

AWARD

By Order No. L-32012/5/2004 [IR(B-II)] dated 03-06-2005 the Central Government in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the Watchmen of Calcutta Port Watchmen Pool (Managed by M/s. Association of Shipping Interest in Calcutta, Shipping House, 13 Strand Road,

Kolkata-700001) are entitled for revised/enhanced allowance like House Rent, Port City Allowance, Transport reimbursements, Washing charge reimbursement and F. D. A. etc. as per WRC settlement—National Wage Agreement dated 2-8-2000 w.e.f. 1-1-1997 or not? Whether the bipartite settlement dated 12-8-2002 is detrimental to the interests of the Watchmen? If not, to what relief the Watchmen are entitled to?"

2. When the case is called out today, none appears for the workmen although the management is represented by its representative Mr. Jain who is representing Association of Shipping Interest in Calcutta. It appears from the record that there are three unions involved in this case. The first union, namely, Calcutta Port and Dock Industrial Workmen Union filed a letter dated 08-08-2005 stating that they are not interested in the present proceeding and they will not attend the same. Another union, namely, West Bengal Dock Mazdoor Union (INTUC) never appeared before the Tribunal and did not take any step whatsoever to proceed with the matter, Ms. G. Varalakshni, Advocate however appeared for Calcutta Port Watchmen Pool Watchmen and Supervisor United Welfare Association on 24-08-2005 and prayed for time to file statement of claims, which was allowed. On the next date, i.e., 27-09-2005 she did not appear, nor took any step to comply with the order. On the last date fixed, i.e., 31-10-2005 she, however, appeared but again prayed for time. On that date time was also allowed to her for filing statement of claims etc. It was mentioned on that day's order that as a last chance time was allowed for filing statement of claims. In spite of the above specific order she has not appeared today and fails to file statement of claims.

3. In such circumstances, representative of the management states that the workmen are no longer interested in the present proceedings. He accordingly prays for passing of a "No Dispute" Award for disposal of the reference.

4. In view of what has been stated above, it is clear that the workmen are no longer interested in the present proceeding. Such being the position, this Tribunal has no other alternative but to dispose of the present reference by passing a "No Dispute" Award.

5. A "No Dispute" Award is accordingly passed and the present reference is disposed of.

Kolkata

Dated. the 17th November, 2005

HRISHIKESH BANERJI, Presiding Officer

नई दिल्ली, 6 दिसम्बर, 2005

का. आ. 4837.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ

इंडिया के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या आई डी-15/02) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-12-2005 को प्राप्त हुआ था।

[सं. एल.-12012/328/2001-आई आर (बी.-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 6th December, 2005

S.O. 4837.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I. D. No. 15/02) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 05-12-2005.

[No. L-12012/338/2001-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/15/02

Shri C. M. Singh, Presiding Officer

The General Secretary,
SBI Workers Union, Bhopal Circle,
1st Floor, KVS Wing,
Hoshangabad Road,
Bhopal (MP) 262001.

... Workman/Union

Versus

The Asstt. General Manager,
State Bank of India, Region-I,
Zonal Office, Hamidia Road,
Bhopal (MP)-262001.

Management

AWARD

Passed on this 28th day of November, 2005

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/338/2001-IR(B-I) dated 8-1-2002 has referred the following dispute for adjudication by this tribunal :

"Whether the action of the management of Asstt. General Manager, State Bank of India, Zonal Office, Region-I, Bhopal in terminating the services of Shri Babu Singh w.e.f. 27-07-94 is justified? If not, what relief the workman is entitled to?"

2. After the reference order was received, it was duly registered on 15-1-02 and notices were issued to the parties to file their respective statements of claim. In spite of sufficient service of notice on the workman by registered AD post no one put in appearance on behalf of workman. No statement of claim was filed on behalf of the workman and therefore the case proceeded ex parte vide order dated 24-8-05 and the management was directed to file written statement on 25-11-2005 but on 25-11-2005, when the case was called out, no one responded for the parties and no WS was filed on behalf of the management. Under the above circumstances, this tribunal was left with no alternative but to close the reference for Award.

3. It is very clear from the above that the parties are not interested in prosecuting this reference and it appears that no dispute is left between them. Under the above circumstances, it shall be just and proper to pass no dispute award.

4. In view of the above, no dispute award is passed without any order as to costs.

5. Copy of the award be sent to the Govt. of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 6 दिसम्बर, 2005

का. आ. 4838.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार साऊथ ईस्टर्न रेलवे के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या आई डी-43/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-12-2005 को प्राप्त हुआ था।

[सं. एल.-41012/26/98-आई आर (बी.-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 6th December, 2005

S.O. 4838.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I. D. No. 43/99) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of South Eastern Railway and their workman which was received by the Central Government on 05-12-2005.

[No. L-41012/26/98-IR(B-1)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/43/99

Shri C. M. Singh, Presiding Officer

Shri Pramod Balaram Mandve,
Ex. Bungalow Peon, 5, Laghu Vetan Colony,
Kamptee Road,
Nagpur.

... Workman

Versus

The Divisional Personal Officer (P),
O/o Divisional Railway Manager,
Eastern Railway, Kingsway,
Nagpur.

The Sr. Divisional Electrical Engineer (TRD),
O/o The Divisional Railway Manager,
South Eastern Railway, Kingsway,
Nagpur-440001.

... Management

AWARD

Passed on this 28th day of November, 2005

1. The Government of India, Ministry of Labour vide its Notification No. L-41012/26/98-IR(B-I) dated 30-12-98 has referred the following dispute for adjudication by this tribunal :

"Whether the action of the management of South Eastern through its Divisional Personal Officer, South Eastern Railway, Kingsway, Nagpur and Sr. Divisional Electrical Engineer (TRD), O/o Divisional Railway Manager, S. E. Rly. Kingsway, Nagpur in terminating the services of Shri Pramod B. Mandve, w.e.f. 24-10-96 is legal and justified? If not, to what relief the said workman is entitled?"

2. After the reference order was received, it was duly registered on 11-1-99 and notices were issued to the parties for filing their respective statements of claim. In response to the notices, the parties filed their respective statements of claim. On 6-5-2005, the date fixed in the reference, no one appeared for the parties and therefore this tribunal ordered that the reference shall proceed ex parte against workman and 27-7-05 was fixed for ex parte evidence of management. On 27-5-05, no body appeared for the workman and the counsel for management requested for time to file ex parte evidence. The time was granted to the management to file ex parte evidence on 25-11-2005. But on 25-11-2005, no one appeared for the parties and therefore under the above circumstances this tribunal was left with no alternative but

to close the reference for award and ultimately the reference was closed for passing award.

3. It appears from the above that parties to the reference have no interest in prosecuting the reference and perhaps no dispute is left between them. Under the circumstances, it shall be just and proper to pass no Dispute Award.

4. In view of the above, no dispute award is passed without any order as to costs.

5. Copy of the award be sent to the Govt. of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 7 दिसम्बर, 2005

का. आ. 4839.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी.डब्ल्यू.डी. के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या 44/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-12-2005 को प्राप्त हुआ था।

[सं. एल.-42012/290/2003-आई आर (सी-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi. the 7th December, 2005

S.O. 4839.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 44/04) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of C.P.W.D. and their workman, which was received by the Central Government on 7-12-2005.

[No. L-42012/290/2003-IR(C-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 22nd November, 2005

PRESENT

Shri A. R. SIDDIQUI, Presiding Officer

C.R. No. 44/04

I Party

Shri Srikrishna,
No. 226, 7th Main,
4th Cross, Kaverinagar,
Banashankari 2nd Stage,
BANGALORE-70

II Party

The Executive Engineer
(Electrical),
Central Public Works
Department,
Central Electrical Division
No. 2, F-Wing, 'G' Floor,
Kendriya Sadan,
Koramangala, Bangalore,
BANGALORE-34

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-42012/290/2003/IR (CM-II) dated 17th August 2004 for adjudication on the following schedule :

SCHEDULE

"Whether Shri Srikrishna was a workman of CPWD? If so, whether the action of CPWD, Bangalore in denying Driver's work to Shri Srikrishna is legal and justified? If not, to what relief the disputant is entitled?"

2. The case of the first party workman as made out in the Claim Statement, briefly, stated, is that the management appointed him as a Driver w.e.f. 1-6-1996 after following the necessary formalities and he was asked to drive the departmental jeep bearing No. TN-22-Y-6401; that the workman has been discharging his duties as a Driver to the said vehicle from the date of appointment till he was refused service w.e.f. 1-2-2003; that the above said vehicle is meant for use of the Executive Personnel who were engaged in the Execution of the work of construction of Central Govt. buildings including maintenance works and the said work is permanent and perennial in nature. Therefore, the post held by the workman is also permanent and is still in existence; that the management is in the habit of appointing the Drivers issuing work orders/tender basis/contract basis without paying the benefits which are available to the permanent Drivers: that the workman when demanded the benefits available to the permanent drivers and sought for better service conditions, the management adopted adamant and hostile attitude towards him and ultimately refused work to him from the above said date without complying the provisions of Section 25F of the ID Act; that the request and the representation made by the workman to the authorities of the management to take him back in service has fallen on deaf ears; that in the meanwhile the first party has approached CAT in OA No. 36/02 which was disposed of by the CAT with a direction to the first party to avail remedy in proper forum. Therefore, the first party raised the dispute before the Labour Authority which

resulted into the present reference; that the workman was refused work from 1-2-2003 while his above said application before the CAT was still pending. He was pressurised by the management to withdraw the above said and therefore, he had withdrawn the same on the assurance given by the management to provide him the job but the assurance was not kept up. Therefore, the first party submitted that the action of the management is refusing work to him tantamounts to retrenchment as defined under Section 2(oo) of the ID Act and there being no compliance of Section 25F (a & b) of the ID Act, it amounts to a case of illegal termination and therefore, liable to be quashed at the hands of this tribunal. The workman also submitted that on account of illegal removal from service he is suffering hardship along with members of his family having no means of livelihood. He requested this tribunal to pass an award holding that the action of the management in refusing work to him from 1-2-2003 was not justified and that he is entitled to be reinstated in service with full back wages, continuity of service and other consequential benefits.

3. The Second party which was served with the notice of appearance, sought adjournment on two occasions vide separate applications dated 15-9-04 and 5-10-04. However, subsequent thereto, the Second Party did not appear before this tribunal, nor filed its Counter Statement. Therefore, the case came to be posted for evidence of the first party. On 11-4-05, the first party filed his affidavit with list of six documents by way of his examination chief. His further examination chief was done on 18-7-2005 and the documents produced by him were marked as Ex. W1 to W5. In his affidavit he has just reiterated the various averments already made by him in his Claim Statement. His further examination chief with reference to the documents is as under :—

I have filed documents as per the list 12-4-2005. The documents at Sl. No. 1 are the engagement letter 18 in numbers marked as Ex. W1 Series. Sl. Nos. 2 to 4 are my representations made to the Second party they are marked at Ex. W2 series. Three postal acknowledgement cards are at Ex. W3 Series. Sl. No. 5 is the Xerox Copy of extract of logbook at Ex. W4. Ex. W5 is the Seniority List Xerox Copy.

4. As seen above, the management has remained absent before this tribunal despite the service of the notice and being aware of the proceedings pending before this tribunal. In the result as noted above, there was no counter statement filed nor there was any cross-examination to first party nor any oral or documentary evidence was produced by the management to challenge or to controvert the claim put forth by the first party workman.

5. Learned counsel for the first party workman in his arguments submitted that the first party workman served under the management continuously for a period of 8 years

and on one fine morning he was refused work since he dared enough to approach the CAT seeking regularization of his services. He submitted that undisputedly the first party worked under the management for a period of 240 days and more continuously immediately preceding his termination from service. Apart from the fact that he was in continuous service of the management for about 8 years and therefore, the action of the management in terminating the services of the first party otherwise, for misconduct tantamounts to illegal retrenchment so to say illegal termination there being no compliance of the provisions of Section 25F(a & b) of the ID Act. To support his arguments learned counsel relied upon the aforesaid work orders at Ex. W1 Series, 18 in numbers to suggest that right from 1-6-96 till 30-1-02 he was being issued work orders and his services were being utilized by the management as a Driver and when he approached CAT for regularization to his services in the beginning of the year 2002, the management stopped issuing work orders in writing and thereafter on 1-2-2003 he was refused work once and for all.

6. Learned counsel submitted that keeping in view the documentary evidence and the oral testimony of first party which has gone very much unchallenged and undenied on the part of the management, the first party entitled to the relief sought for. He also relied upon the aforesaid representations made by the first party and the Xerox copy of the Logbook, evidence supporting the case of the first party that he worked under the management as a Driver and that his representation seeking reinstatement went unheeded by the management. On going through the records, I find very much substance in the arguments advanced by the first party. The documents at Ex. W1 series are in the form of work orders being issued to the first party right from the year 1996 till the year 2002. These documents would disclose that services of the first party were being utilized by the management as a Driver under separate work orders for different periods in between 1996-2002 showing the salary amount to be paid to him in lump sum. The documents would reveal that the first party has been in service of the management as a Driver right from the year 1996 to 2002 with break in service for one or two days in between. The representations noted above, disclose that he requested the management to provide him the job from which job he was removed w.e.f. 1-2-03 for no good reasons. It appears that the management has not taken any action on those representations of the first party despite receiving them under registered post. There are no work orders issued in favour of the first party from January 2002 onwards and the explanation given by learned counsel for the first party is that since the first party approached CAT seeking regularization of his services, the management stopped issuing work orders in writing though his services were being utilized till 1-2-03. There is no reason for this court not to believe the above submission made on behalf of the first party. That apart the first party, as noted above, has

filed an affidavit before this tribunal reiterating the averments made by him in the Claim Statement and has also spoken to the aforesaid fact.

7. His statement in the affidavit filed by way of examination chief that he has been working with the management uptill 1-2-03 from the date of his posting order in the year 1996 and that he was refused work by the management for having ventured in approaching the CAT seeking regularization of his services, as noted above, has again gone undenied and unchallenged there being no cross examination to the first party on his affidavit before this tribunal. Therefore, management not only failed to file its Counter Statement challenging the claim made by the first party in his Claim Statement but also failed to cross examine the first party on the affidavit filed by him. The management also failed to adduce any evidence disputing the claim of the first party that he was working under it continuously from the year 1996 till his services were terminated w.e.f. 1-2-2003. Therefore, there are absolutely no reason for this tribunal not to go by the statement of the first party in his affidavit when he says that he was in the service of the management right from June 1996 till February 2003. If we proceed on the assumption that he was in the service of the management till 1-2-03 then it is further to be presumed that he worked continuously for a period of 240 days and more immediately preceding the order terminating his services. If that were to be the position, then, it was incumbent on the part of the management to have terminated the services of the first party by fulfilling the conditions laid down under the provisions of Section 25 F (a & b) of the ID Act. The fact that the provisions of Section 25 F (a & b) are not complied with has been again spoken to by the first party in his affidavit and he has taken such a contention in his Claim Statement also. This fact again goes undisputed on the part of the management. Therefore, non-compliance of Section 25F (a & b) of the ID Act would entail the action of the management illegal amounting to illegal retrenchment as defined under Section 2(oo) of the ID Act. In the result termination shall have to be held illegal and void ab initio. The termination being held illegal, it goes without saying that the first party is entitled to be reinstated in service.

8. Coming to the relief of the backwages from the date of termination till the date of his reinstatement, it was necessary on the part of the management to have led evidence before this tribunal to show that he has been gainfully employed during the period he was away from the service of the management, if, he were to be denied the relief of backwages. As seen above, there is no evidence on the part of the management. As far as first party is concerned, in his affidavit he has stated that he has been facing undue hardship along with his family members and is suffering from mental agony having no means of livelihood. This statement of first party though has gone

very much unchallenged on the part of the management but it cannot be accepted without a pinch of salt, he being a driver by profession. It just cannot be believed that he being a professional Driver had been idling without work and without earning his livelihood not doing the job of driver. Therefore, keeping in view the facts and circumstances of the case, it appears to me that ends of justice will be met if the first party is granted 40 per cent of the backwages from the date of termination of his service till the date of his reinstatement in service and other consequential benefits. Hence the following Award.

AWARD

The management is directed to reinstate the first party workman in service with 40% of the back wages from the date of his termination till the date of his reinstatement with continuity of service and other consequential benefits. No Costs.

(Dictated to PA, transcribed by her, corrected and signed by me, on 22nd November 2005).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 7 दिसम्बर, 2005

का. आ. 4840.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इन्स्टीट्यूट ऑफ़ वुड एण्ड साइंस टेक्नॉलॉजी के प्रबंधांतर के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या 13/03) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-12-05 को प्राप्त हुआ था।

[सं. एल.-42012/255/2002-आई आर (सी-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 7th December, 2005

S.O. 4840.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 13/03) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Institute of Wood and Science Technology and their workman, which was received by the Central Government on 7-12-2005.

[No. L-42012/255/2002-IR(C-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 11th November, 2005

PRESENT

Shri A. R. Siddiqui, Presiding Officer

C.R. No. 13/03**I Party**

Shri V. Subbaiah & 24 Others
No. 278, 9th Main Road,
1st Block, 3rd Stage,
Manjunathanagar,
BANGALORE-560010

II Party

The Director,
Institute of Wood Science
& Technology,
Post Malleswaram,
BANGALORE

AWARD

The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-42012/255/2002/IR (CM-II) dated 7th April, 2003 for adjudication on the following schedule.

SCHEDULE

"Whether the management of the Institute of Wood Science & Technology is justified in discontinuing the services of 23 contract workers (as given in the annexure) w.e.f. 24-1-2000? If not, what relief they are entitled to?"

1. The case of the first party workmen (workmen at Sr. Nos. 1 to 7, 11 to 13 and 18 to 20 only have filed Claim Statement) as made out in the Claim Statement, briefly, stated is that they have joined the services of the management to carry out the work of maintaining the nursery, gardening and Peons, Mali, room boy for guest house and as lab assistant etc. without there being no appointment order by the management in writing. However, their signatures have been taken on attendance registers and other registers, that the workmen have continuously worked right from 1992, 1993 and some of them worked from 1994 against existing vacancies. Their request to regularise services however, was not considered. therefore, they had to file writ petitions in WP. Nos. 41987 to 42009/1999 which were dismissed by learned single judge vide order dated 30-11-1999 with an observation that workmen can request the management to provide employment and then to regularize their services with a further observation that they can avail any other remedy in accordance with law. The order of those Writ Petitions was challenged in writ appeals, unsuccessfully. However, the management deliberately with a view to frustrate the claim of the workmen has stopped/refused employment to them w.e.f. 15-12-99 before dismissal of the writ appeals vide order dated 19-9-2000; that the case of the management before the High Court in Writ Petition was that the workmen have been engaged by one Contractor namely Spywell Security Services to maintain Nursery, Mist Chamber and Green House raising forestry species etc. It was a misleading statement by the management as the above said contractor had no valid licence, moreover the government has

abolished the contract labour system and the management has not taken permission from competent authority to engage the services of either a contractor or contract employees. Therefore, the workmen are directly employed by the management under the guise of the contractor; that the management has used the tactics of giving letters to some of the workmen namely Mr. Revenna, Vedyappan, M.V. Subbaiah, naming them as contractors and indicating that some work has been entrusted to them as per their quotations. Whereas, those workmen were working under the management itself and were not the contractors holding any valid licence. Therefore, the theory of the contract workers set up by the management has no substance and runs contrary to the documents produced by them. In the result the action of the management in refusing employment to the first party workmen is highly illegal, arbitrary and unjust; that the first party workmen have worked continuously for several years under the management and now they are not able to get employment elsewhere and they have not been gainfully employed ever since from the date of refusal of work; that even if there is such a contract it is a sham contract only to defeat the interest of the first party workmen and to avoid their regularization of services though they are very much qualified for Group D post. Therefore, the first party workmen requested this tribunal to pass the award directing the management to reinstate all the workmen in service with continuity of service and full back wages and all other consequential benefits.

2. The management by its Counter Statement however, resisted the claim of the first party workmen and among other grounds, inter alia, contended that there was no employee-employer relationship between the workmen and the management as they were employed by labour contractor namely Shri Murali of M/s. Spywell Security Service and therefore, the claim is not maintainable either in law or on facts particularly, when the above said M/s Spywell Security service against whom the first party workmen should have raised dispute is not made a party to the present proceedings. The management then contended that it has entrusted certain contract work for maintenance of Nursery, Mist Chamber and Green House raising forestry species etc. to the said spywell contractor during the period from 1-4-99 to 15-12-99. The management had no knowledge regarding the working arrangement carried out by the said contractor during the period of contract and it had no control whatsoever with the first party workmen. It is also not in the knowledge of the management that the first party workmen were really employed by the said contractor and the nature of the job they have done. Therefore, the management neither employed nor terminated the services of the first party workmen and if the said contractor had discontinued the services of the first party workmen. It is not the fault of the management; that the first party

workmen (hereinafter called first party) have not approached this tribunal with clean hands as they have suppressed material facts in the writ proceedings before the high court they had arrayed the above said M/s. Spywell Security Service Contractor as Respondent No. 3 against whom only they must have grievance and not against the management; that the High Court of Karnataka by its order dated 30-11-99 in the aforesaid writ petitions filed by the first party, dismissed those writ petitions by passing a detailed order rejecting the reliefs claimed by them. Their appeals against the order on those writ petitions also came to be dismissed. Their writ petitions for contempt of court were also dismissed by the High Court by order dated 3-2-01; that the first party before the high court took up the contention that some of the workmen were tenderers and the contracts used to be awarded to them for execution of the work and some of the workmen were being engaged by others in their capacity of the contractors which fact has been suppressed by the first party to mislead this tribunal. Therefore, the reference is liable to be rejected.

3. During the course of trial, three of the first party workmen namely said Revenna, Venkatesh and said Subhaiah have filed their affidavits by way of evidence and got marked documents at Ex. W1 to W8. Whereas, the management on its part examined one witness by filing his affidavit evidence and got marked in all 8 documents at Ex. M1 to M8. The aforesaid workmen in their affidavits have just repeated the averments made in their Claim Statement and therefore, they need not be once again repeated here. I would like to come to their statements in cross-examination and documents as and when found necessary and relevant. Similar, is the case with the affidavit evidence of MW1. Therefore, his statement again in cross-examination and documents will be considered as and when found relevant and necessary.

4. Learned counsel for the management argued that the reference on hand firstly deserves to be dismissed on the ground that the very point of reference is suggestive of the fact that the first party workmen were the workmen working under the Contractor and not under the management. Therefore, there being no relationship of employee and employer between the parties, the dispute cannot be maintained under the provisions of ID Act. He contended that the stand taken by the first party before the High Court in the aforesaid writ petitions and the writ appeals was also in tune with the point of the reference raising the contentions that they were being engaged by the above said contractor namely Spywell Security Service when their services came to be discontinued. Learned counsel in order to prove this point invited attention of this tribunal to the very order passed by the High Court in those Writ petitions marked before this tribunal at Ex. M6. He submitted that the High Court by passing a detailed

order taking into consideration the claim made by the first party workmen, rejected their writ petitions making the observations very clear on the point that the services of the first party workmen were not discontinued by the management and that if at all they were serving at the relevant point of time, it was under the above said contractor and not under the management. Learned counsel also referred to various documents filed by the workmen themselves and their statements in cross-examination to substantiate and support his arguments that W1 to W3 were working as petty contractors under the management and that it is they who used to engage other workers to carry out the contract work who are now before this tribunal claiming themselves to be the employees of the management. He also referred to the documents produced by the management to suggest that the management was engaging the above said Spywell Security Service Contractor for the purpose of carrying out the various types of work as noted above.

5. Whereas, the learned counsel for the first party vehemently argued that the first party workmen in reality were being engaged by the management itself under the guise of the letters of contract issued in favour of W1 to W3 and taking shelter under the Contractor, Spywell. He submitted that in fact the workmen were under the direct control and service of the management and it is only to defeat the right of the workmen, false documents were created by the management to set up a theory of contract work. He submitted that the observations made by High Court in the aforesaid order passed in writ petitions will not come in the way of the workmen in seeking the remedy before this tribunal under the provisions of ID Act particularly, in the light of the very observations made by the high court giving liberty to the workmen to seek alternative remedy in accordance with law.

6. After having gone through the records I find substance in the arguments advanced for the management. It is not in dispute and cannot be disputed that in the aforesaid Writ petitions the above named Murali representing Spywell Security Service was one of the 3 respondents and the relief claimed by the first party workmen was to the effect that the above said respondents namely the present management and the said contractor should be directed to regularize their services or to absorb them in the appropriate post either in the establishment of the management or in any other unit with a further direction to them to pay their salary and allowances at par with regular employees performing similar duties. A perusal of the aforesaid order of writ petitions would make it clear that the stand taken by the management was the same as has been taken by it before this tribunal. In order to appreciate the various contentions and the counter contentions taken by the first party workmen and the management before the

High Court in the aforesaid writ petitions and to find out the truth of the claim made out by the first party workmen before this tribunal, it appears to me worthwhile to bring on record the very observations made by the learned single judge in the aforesaid writ petitions at paras 3 to 11.

"According to the petitioners, Second Respondent issued an office order dated 14-3-1997/2-4-1977 (Annexure-C) directing that engagement of daily wage employees should be stopped forthwith and if there was any need for casual labour, the work may be awarded on contract basis depending on the quantum of actual work. In pursuance of said direction, engagement of petitioners on daily wage basis was stopped by the institute from the year 1977. Ever since then the second respondent started inviting quotations/offers for getting the work executed on contract basis. It is stated that some of the petitioners were the tenderers and the contracts used to be awarded for execution of said work to the petitioners who in turn would engage two other Petitioners for doing the work and payment was being made to the contractors and not to individual labourers. The Petitioner alleged that the said practice continued for some time; that thereafter, second respondent awarded the labour contract to M/s. Spywell Security Services (third respondent herein) about last six months ago; that the third respondent engaged the services of Petitioners on daily wage basis for executing work in the second respondent Institute; and that recently third respondent has threatened to terminate the services of petitioners and engage others to do contract work.

Petitioners are aggrieved. According to them, they have been continuously working in the second respondent institute for periods varying from one year to seven years; and that several sanctioned Group D posts are vacant where they can be appointed. Therefore, they have filled these petitions seeking a direction to the first and second respondents to regularize their services or absorb them as permanent employees on the establishment of the second respondent or any other unit of the first respondent with continuity of service and other service benefits and give them pay and allowance equal to the pay and allowances of regular employees performing similar duties.

The petitioners have not produced any service certificate or other document in support of the period of service claimed by them. However, for the purpose of disposal of those petitions, I have assumed that what is stated by the petitioners as the period of their service is correct.

Admittedly, even since 1997, none of the Petitioners is employed by the Second Respondent. They claim that they are employed by contract labourers from 1997, either through one of Petitioners themselves or through the third respondent. If the period of contract service (which according to petitioners is about 2 years) is deducted, the period of temporary service under the second respondent was hardly about six months to four years in the case of some petitioners. In fact, admittedly as per petition averments, petitioners 5, 6, 7, 8, 10, 18, 20 and 23 were not employed by second respondent at any time on daily wage basis as they were engaged by the contractors.

It is not the case of the petitioners that first respondent or second respondent has any scheme for regularization, nor is it the case of Petitioners that they have put in continuous full time employment of such a length so as to direct regularization of their services, on the basis of the principles relating to regularization laid down by the Supreme Court. Merely because some of two petitioners had worked in daily wage basis under second respondent for periods ranging from six months to four years, or because they have worked as contract labourers for periods ranging between one year to two years under contractors of second respondent, they cannot claim regularization or absorption.

The Petitioners contend that as they have completed more than 240 days of continuous service on the establishment of Second Respondent, either as direct temporary employees or as contract labour, they are entitled to regularization. There is no statutory provision or principle evolved by court which entitles a person who has continuously served for 240, to regularization. The Supreme Court in *Madyamik Siksha Parishad, UP Vs. Anil Kumar Mishra* (AIR 1994 SC 1638), has held that persons employed on ad hoc or temporary basis for more two years cannot claim the status of workman on the analogy of provision of Industrial Disputes Act, 1947 by importing the incidents of completion of 240 days continuous work and that completion of 240 days of work does not give rise to any right to regularization. If a person is employed for 240 days in a year as a daily wage employee and then terminated without following the requirements of Industrial Disputes Act it may at best entitle such employee to seek reinstatement as daily wage employee, but not regularization.

The next contention urged is that the contract labour (Regulation and Abolition) Act, 1970 prohibits their employment as contract labour and therefore they

should be treated as employees of the second respondent. But, the said Act does not bar or prohibit contract labour as such. Section 10 provides that the appropriate government may, after consultation with the Central or State Board prohibit, by notification in the official gazette, employment of contract labour in any process, operation or work in any establishment. Admittedly such a notification has not been issued in respect of first or second respondent. If Petitioners are aggrieved by being employed as a contract labour, it is open to them to give a representation to the appropriate authority for issue of notification under section 10.

It is also open to the Petitioners to give a representation directly to the first and second respondent requesting to take them on the monthly rated employment of the second respondent and to regularize their services by framing a scheme for regularization of their services. This observation shall not however create any right for any relief.

Petitioners have not made out any ground for grant of the reliefs sought. Hence, these petitioners are dismissed. The dismissal of these petitioners will not come in the way of Petitioners seeking any other remedy in accordance with law. Let a copy of this order be sent to the second respondent."

7. It is again not in dispute that the writ appeals filed by the workmen against the order on those writ petitions was dismissed by the Division Bench of the High Court vide order at Ex. M7 produced before this tribunal. The writ petitions filed by the first party workmen against the management for contempt of court also were dismissed by the High Court as per the order at Ex. M8.

8. Now therefore, let us consider the case of the workmen in the background of the observations made by the High Court in the order on aforesaid writ petitions and the material brought on record by them as well as by the management by way of oral and documentary evidence. First of all I find substance in the arguments advanced for the management that keeping in view the very point of reference, the reference on hand deserves to be dismissed at threshold itself. As could be read from the reference point, the present management namely Institute of Wood Science and Technology has been called upon to justify its action in discontinuing the services of 23 contract workers and that means to say that they were not the employees of the management but were contract workers. From the observations made by his Lordship in the aforesaid order passed in Writ petitions, it is again very much evident that the very case made out by the workmen before the High Court was that the management had stopped them from working on daily wage basis from the

year 1997 itself. It was also their case in the writ petition that ever since the year 1997 the management was inviting quotations and tenders for getting the work executed on contract basis. It was also the case of the workmen themselves that the management awarded tenders and contracts for execution of the work to some of the petitioners who in turn used to engage the other petitioners for doing the work and payment was being made to the contractors and not to the individual workers. The further case of the workmen before the High Court was that above said contract arrangement continued for some time and thereafter the management awarded the labour contract to M/s. Spywell Security Services and it was the Spywell Security Service which used to engage the services of the first party workmen on daily wage basis and thereafter the said contractor also threatened the workmen of terminating their services and to engage others to do the contract work. Therefore, the stand now taken by the management before this tribunal in fact was the stand taken by the first party workmen themselves before the High Court. It was well argued for the management that in order to seek remedy under the provisions of ID Act, the first party workmen have now changed their colours and have come out within altogether different story by saying that they were being engaged by the management itself and that the theory of the contract labour was a make believe story just to defeat their claim. The stand of the management also gets support from the very oral and documentary evidence produced by the workmen themselves. WW1 (Revenna) one of the first party workmen in his cross-examination in no uncertain terms admitted that he was being allotted work on quotation basis and was carrying out the work by employing 15 to 20 workers. The management itself was getting workers to carry out the work given to him on quotation. When he was confronted with the letter at Ex. W1 dated 23-12-96 he admitted that it was issued in his favour and as per the said letter he was asked to get along with him 4 persons named therein to discharge the work allotted. He further admitted that as per Ex. W2 he was supposed to get 11 persons to complete the allotted work. Likewise the letter at Ex. W3 was given to him to carry out the work as per the work allotted on contract basis. He was not in a position to say if he was being allotted work whenever there was less work and contract work was being given to Spywell Agency. whenever, there was more work. Therefore, from the statement of WW1 and the documents referred to, produced by the workmen themselves it becomes crystal clear that WW1 was being allotted contract work and he in turn was engaging others to carry out the allotted work. Exs. W1 to W3 series (7 in nos) are the letters to speak to the fact that WW1 was discharging the work of Contractor, work being allotted by the management on contract basis which he was carrying out by engaging other labourers as per the approved quotations.

9. Now coming to the other workman, Shri Venkatesh who was examined as WW2, has spoken to 2 certificates at Ex. W8 and W9 to suggest that the workers named therein were actually the workers working under the management. In his cross-examination he admitted that it is on his request one Shri H.S. Anantha Padmanabha, a Scientist working with the management issued those certificates. He denied the suggestion that they were not issued by the management. Certificate at Ex. W9 dated 28-8-98 is just to certify that WW2 worked with the management in the Nursery, green house etc. and had good knowledge in composing and raising forestry species. This certificate will not, first of all help the case of WW2 to suggest that he was working directly under the management. Moreover, the certificate at Ex. W8 will take away the entire effect of certificate of Ex. W9. Wherein, it is very clearly stated that WW2 was assisting the laboratory work on contract basis during the year 1996-97. Therefore, the documents relied upon by WW2 to show himself the employee of the management go against his own case and lend support to the case of the management that he worked on contract basis. Coming to the statement of WW3, in his cross-examination he has admitted that a letter at Ex. W4 addressed to him was for the purpose of quotation issued in his favour by the management and that letter shows that the other workmen namely Shivalingaiah, Rukku and Krishna were working along with him under the contract taken by him from the management. In his cross-examination he also admits a very important fact that whenever there was no much work, the contract work was being allotted to him and others and whenever it was in excess, the management was taking contract services of the Spywell Agencies. Therefore, the oral and documentary evidence produced by the first party workmen instead of supporting their claim would lend support to the stand taken by the management. As noted above, in fact it was the stand taken by the workmen themselves before the High Court. The various documents produced by the management, particularly, Ex. M3 to M5 also substantiate the fact that the management was granting contract calling tenders from Spywell Security Agency and was getting the work done at the campus of the institute with the help of contract workers. Further as could be read from the orders of the High Court on the aforesaid writ petitions and from the evidence brought on record, the first party workmen were not in the service of the management at the time of their alleged refusal of work by the management. In fact the evidence brought on record is quite insufficient and lacking important particulars about the first party workmen joining the service with the management and about the date of refusal of work to them by the management. W1 to W3 were very much unable to say in their cross-examination as to when actually they started work with the management and when actually they

were refused work by the management. The order on the writ petitions filed by the workmen for contempt of court again against the management produced before this tribunal at Ex. M8 would make it abundantly clear that those writ petitions were rejected by the High Court keeping in view the submission made by the management that they have not terminated the services of the first party workmen as they were not their employees at all. Therefore, now it does not lie in the mouth of the first party workmen to take an altogether different stand before this tribunal by contending that they were the employees of the management all along and that it is the management which refused work to them at any point of time. In the result this court has absolutely no hesitation in its mind to come to the conclusion that the first party workmen were not the employees of the management and that their services were not terminated by the management. It was well argued for the management that the proper recourse for the first party workmen was to seek relief against the above said contractor, Spywell Agencies which had employed them as workers and under whom admittedly they were in service at the relevant point of time. It is also argued that the reference on hand also must fail for non-joinder of necessary party.

10. As noted above, they were not in the service of the management subsequent to the year 1997 and when they were denied work by the above said Contractor, Spywell Agencies in the year 1997. Therefore, they being not in service of the management for a period of 2 years prior to refusal of their work by the said Contractor, it goes without saying that none of the first party workmen have worked continuously for a period of 240 days in a calendar year immediately before they were refused work by the said management so as to attract the provisions of Section 25F read with Section 2(oo) of the ID Act. The claim of the first party workmen also must fail for the reason that the very same remedy on the very same set of facts was sought for by them before the Hon'ble High Court by way of above said Writ Petitions. The Hon'ble High Court dealt in length and threadbare, the claim of the first party workmen as against the management and the said Contractor and ultimately, rejected on the merit of the case. Therefore, in the light of the aforesaid order in Writ Petitions dismissing the claim of the first party workmen on merits based on similar set of facts, their claim cannot be maintained before this tribunal and cannot be accepted by this tribunal to give a different finding as against the findings of the Hon'ble High Court in the aforesaid writ petitions. In the result reference fails and following award is passed.

AWARD

The reference stands dismissed. No order to cost.

(Dictated to PA transcribed by her corrected and signed by me on 11th November, 2005)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 7 दिसम्बर, 2005

का. आ. 4841.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबंधांत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 175/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-12-2005 को प्राप्त हुआ था।

[सं. एल-22012/141/97-आई आर (सी-II)]

एन.पी. केशवन, डैस्क अधिकारी

New Delhi, the 7th December, 2005

S.O. 4841.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 175/98) of the Central Government Industrial Tribunal /Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of W.C.L. and their workman, which was received by the Central Government on 7-12-2005.

[No. L-22012/141/97-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

No. CGIT/LC/R/175/98

Shri C.M. Singh, Presiding Officer

Shri Man Singh, Tub Loader,
Bhamori Colliery,
Post Parasia, Distt. Chhindwara (MP) ... Workman

VERSUS

The Manager,
Bhamori Colliery, WCL,
Post Parasia,
Distt. Chhindwara (MP) ... Management

AWARD

Passed on this 24th day of November, 2005

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/141/97-IR (C-II) dated 30-7-98 has referred the following dispute for adjudication by this tribunal:—

“Whether the action of the Manager, Bhamori Colliery of WCL, Pench Area, PO Bhamori, Teh. Parasia, Distt. Chhindwara (MP) in dismissing Shri Man Singh S/o Sh. Bhaka T.N. 1334, Tub Loader

w.e.f. 25-7-93 is justified? If not, to what relief the workman is entitled?”

2. In spite of sufficient service of notice on workman Shri Man Singh failed to put in appearance and file his statement of claim. Therefore vide order dated 17-3-05 of this tribunal, the reference proceeded *ex parte* against him.

3. Management [the Manager Bhamori Colliery of WCL, Pench Area, PO Bhamori, Teh. Parasia, Distt. Chhindwara (MP)] filed their Written statement. The case of the management in brief is as follows:—

The workman was employed as Tub Loader and he was posted at Bhamori Colliery. He was a habitual absentee. He remained absent from duty on several occasions. His attendance was very poor. The particulars of his attendance for the year 1988 to 1992 are given below:—

Year	No. of Attendance
1989	07 days
1990	69
1991	48
1992	15

The workman was issued with several warnings with regard to his absenteeism. He was given enough opportunity to improve himself. He did not show any improvement in his attendance and continued to remain absent unauthorisedly without any intimation, permission and sanctioned leave. Hence the workman was issued a chargesheet No. C-MN/25/92/210 dated 17-06-92 under the provisions of standing orders applicable to him. The chargesheet was duly served him by registered AD post. As no satisfactory reply was received, it was decided to conduct a Departmental Enquiry. Accordingly Shri H.G. Dandwani was appointed as Enquiry Officer and Shri Arjun Thade was appointed as Management Representative. The Enquiry issued memo of enquiry No. 236 dated 20-7-92 fixing the enquiry on 24-7-92. The Enquiry Officer again vide memo of enquiry dated 24-7-92 fixed the sitting of the enquiry on 26-7-92. The Enquiry Officer again vide memo of enquiry dated 26-7-92 fixed the sitting of enquiry on 20-7-92. The workman did not appear in the enquiry in spite of having served several memo of enquiry. Accordingly enquiry was proceeded *ex parte* against him and the Enquiry Officer submitted his report holding the workman guilty of charges. The Enquiry Officer after having completing the enquiry submitted enquiry report. The workman was again issued with another chargesheet No. C/MN/25/92/1332 dated 28-12-92 for his habitual absenteeism. As no satisfactory reply was received, it was decided to conduct another departmental enquiry. Accordingly Shri I. M Chandok was appointed as Enquiry Officer and Shri P. Mandal was appointed as Management Representative. The enquiry was conducted on 13-01-93,

16-01-93 and
22-01-93. That on all the dates of hearing, the workman did not appear in the enquiry proceedings. After having completed the enquiry, the Enquiry Officer submitted his enquiry report holding that the attendance put by the workman was as under :—

Year	No. of Attendance
1990	69 days
1991	48
1992	15

The workman therefore was held guilty of the charges levelled against him. The Enquiry Report and entire enquiry papers were placed before the competent authority who having satisfied that the enquiry had been completed legally, properly and following the principles of natural justice. And as a result of the departmental enquiry, the services of workman was terminated *vide* Order No. 1082 date 25-7-93. It is therefore, submitted in the written statement of the management that the action of the management in terminating the services of the workman is legal, proper and justified.

4. The management examined Shri S.D. Yadav, the then employed as Manager in Bhamori Colliery of WCL, Pench Area as management's witness and filed his affidavit in support of management's case.

5. The management has also filed Photostat copy of the Departmental Enquiry Report.

6. I have heard Shri A.K. Shashi, Advocate the learned counsel for the management. I have very carefully gone through the entire evidence on record.

7. The case of the management is fully proved by uncontroverted or unrebutted affidavit of management's witness Shri S.D. Yadav. Against the above, there is no evidence from the side of workman. Therefore it is concluded that the action of the Manager Bhamori Colliery of WCL, Pench Area, PO Bhamori, Teh. Parasia, Distt. Chhindwara (MP) in dismissing Shri. Man Singh, S/o Shri Bhaka T.No. 1334, Tub Loader w.e.f. 25-7-93 is justified and consequently the workman is not entitled to any relief.

8. The reference order is answered as follows. The action of the Manager, Bhamori Colliery of WCL, Pench Area, PO Bhamori, Teh. Parasia, Distt. Chhindwara (MP) in dismissing Shri Man Singh S/o Shri Bhaka T. No. 1334 Tub Loader w.e.f. 25-7-93 is justified and the workman is not entitled to any relief. The parties shall bear their own costs of this reference.

9. Copy of the award be sent to the Government of India Ministry of Labour as per rules.

C.M. SINGH, Presiding Officer

नई दिल्ली, 7 दिसम्बर, 2005

का. अ. 4842.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/त्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 155/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-12-2005 को प्राप्त हुआ था।

[सं. एल-22012/124/99-आई आर (सी-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 7th December, 2005

S.O. 4842.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 155/99) of the Central Government Industrial Tribunal /Labour Court Asansol now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of E.C.L. and their workman, which was received by the Central Government on 7-12-2005.

[No. L-22012/124/99-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT :

Sri Md. Sarfaraz Khan, Presiding Officer

REFERENCE No. 155 of 1999

PARTIES:

Agent, Madhujore Colliery of M/s. E.C. Ltd.

Vrs.

Asstt. General Secretary, Koyala Mazdoor Congress, Asansol, Burdwan

REPRESENTATIVES :

For the management: Shri P.K. Das, Advocate

For the union (Workman) : Sri P.C. Pandey, Vice President, Koyala Mazdoor Congress, Asansol, Burdwan.

INDUSTRY: COAL. STATE: WEST BENGAL

Dated the 19-10-2005

AWARD

In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the

Industrial Disputes Act, 1947 (14 of 1947), Government of India through the Ministry of Labour vide its letter No. L-22012/124/99 (IR(CM.II)) dated 31-08-1999/08-09-1999 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Madhujore Colliery of M/s. ECL in dismissing Sh. Suku Majhi, Trammer, from service is legal and justified? if not, what relief the said workman is entitled to?”

After having received the order No. L-22012/124/99 [IR(CM.II)] dated 8-9-99 from the Govt. of India, Ministry of Labour, New Delhi a reference case No. 155/1999 was registered on 8-10-2001 and an order to issue notices to the parties through the registered post was passed with a direction to appear in the court and file their written statements in support of their respective claims along with the documents required. In pursuance to the said order notices through the registered post were sent to the respective parties who after having received appeared in the court through their representatives. It is further clear from the record that several adjournments at the request of both the parties to file their respective written statements was granted and ultimately a written statement on behalf of the union was filed on 8-1-03 which was kept on the record but unfortunately even after grant of repeated several adjournments by way of last chance no written statement was filed on behalf of the management. Ultimately the case headed towards the Ex-parte hearing and on 8-9-05 the reference was heard ex-parte and fixed for passing award.

In brief compass the case of the union is that Suku Majhi, Trammer of Madhujore Colliery was a permanent worker of the company. The main case of the union is that Sh. Suku Majhi was absent from his duty since 19-2-1996 on account of his illness which was beyond his control and his absence during the relevant period was not intentional. The total period of absence was w.e.f. 19-2-96 to 24-10-96 i.e. eight months and six days only and that of course on medical ground but even then the management issued the chargesheet and after holding enquiry dismissed him from his service on 8-2-97.

The further case of the union is that in the instant case no second show cause notice was ever issued to the concerned workman which is against the instruction of the Hon'ble Supreme Court and also violation of the circular of CIL as a direction was issued that before passing dismissal order, workman should be given second show cause notice.

It is also the defence of the union side that permanent employees can not be dismissed straight way in such a manner the workman has been dismissed. The punishment of dismissal is harsh and disproportionate with regard to

the gravity of the misconduct if so proved. The workman was never given any opportunity to defend himself according to law which is a direct violation of the natural justice. So the delinquent workman deserves to be reinstated in service.

From the perusal of the record it transpires that the union in support of its claim has been filed some documents. Xerox copies of the charge sheet, domestic enquiry report, copy of the treatment papers and lastly copy of the order of dismissal passed by the management were filed.

The charge sheet No. MJ/MGr/96/1762 dated 24-10-96 issued against the concerned workman goes to show that he was found absent unauthorisedly from 19-2-96 to 23-10-96 and the said act of absence was treated to be a misconduct under section 17(1)(n) of the Model Standing Order for which the above charge sheet was issued by the Manager of Madhujore Colliery. It is further clear that an explanation in this regard was called for which was submitted by the workman but the same was found unsatisfactory and subsequently a domestic enquiry was held in which he was held to be guilty of the charge under clause No. 17(1)(n) of the Model Standing Order for continuous absence without permission and without satisfactory cause for more than 10 (ten) days and thereafter agreeing with the finding of the Enquiry Officer the General Manager of the colliery passed an order of dismissal from the service.

Perused the explanation submitted by the workman in reply to the aforesaid charge sheet. The workman has clearly stated that due to sickness he could not attend his duty for the above period. He has further explained that he had none in his family, so he could not inform the authority about his sickness. It is further clear from the enquiry proceeding that he had participated in the enquiry proceeding and had stated there also that he could not attend his duty during the relevant period on account of his sickness and he remained under the treatment of Block Medical Officer of Health, Khandra (UKHRA) B.P.H.C. Andal Block, Burdwan. A Xerox copy of the medical certificate granted by the Block Medical Officer of Health has also been filed which goes to support the contention of the workman. In view of these prevailing facts it can not be said that the absence of the workman from his duty was deliberate and without any satisfactory cause rather it was under the compelling circumstance. It is the admitted fact that the delinquent workman Suku Majhi, Trammer was absent from his duty w.e.f. 19-2-96 to 24-10-96 i.e. 8 months six days. It is also admitted that no information about his illness was given to the authority concerned nor any prior permission was taken by the workman from the management. But it is clear from the findings of the enquiry officer itself that a medical certificate was produced before him in support of his claim of being sick during the relevant

period. However, I am satisfied with the findings of the Enquiry Officer that the workman was absent unauthorisedly during the period without any prior permission and without any information to the authority concerned and accordingly he is held guilty for committing the misconduct under the relevant clause No. 17(1)(n) of the Model Standing Order. But the medical certificate granted by the competent authority with regard to the reasons of absence of the concerned workman is sufficient and satisfactory proof of the same which remains unchallenged. The medical officer has categorically mentioned the disease with which the workman was suffering and was under his treatment for the said relevant period in question. The reasons of the unauthorized absence is fully explained and that was the compelling circumstance to be absent from the duty which was beyond his control.

It is further clear from the record and the written statement filed by the union as well that no second show cause was issued to the workman as per the direction of the Hon'ble Supreme Court before passing the order of dismissal which is the direct violation of the mandate causing prejudice to the workman which amounts to violation of natural justice. Admittedly in view of the facts and circumstances prevailing on the record the delinquent workman deserves some suitable punishment for the alleged misconduct which is minor one and which can not be treated as a gross misconduct justifying the punishment of dismissal.

It is provided under clause 27(1) (page 15) of the Model Standing Order that various punishments have been prescribed to be awarded according to the gravity of the misconduct. I fail to understand as to why only the maximum punishment available under the said clause should be awarded in the present facts and circumstances of the case specially when sufficient reasons for the unauthorised absence during the relevant period has been assigned and fully explained. Apart from this there is no charge of any previous misconduct against the delinquent workman. In view of the observation of the Apex Court justice must be tempered with mercy and the delinquent workman should be given an opportunity to reform himself and be a loyal and disciplinary employee of the management.

However, I am satisfied to hold that the punishment of dismissal for an unauthorized absence under the compelling circumstance and without any mala fide intention is not just and proper rather it is too harsh and totally disproportionate to the alleged misconduct. Such a simple case should have been dealt with leniently by the management. As such in this view of the matter the impugned order of dismissal of the concerned workman is hereby set aside and he is directed to be reinstated with the continuity of the service. It is further directed that three increments of the workman concerned will be stopped

without any cumulative effects and the delinquent workman will be entitled to get only 40% of the back wages which will serve the ends of justice. Accordingly it is hereby ordered that let an ex-parte order of award be and the same is passed. Send the copies of the award to the Ministry of Labour for information and needful. The reference is accordingly disposed of.

MD. SARFARAZ KHAN, Presiding Officer.

नई दिल्ली, 8 दिसम्बर, 2005

का.आ. 4843.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कैथोलिक सिरिन बैंक लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, एर्नाकुलम के पंचाट (संदर्भ संख्या सीआर-3 ऑफ 2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-12-2005 को प्राप्त हुआ था।

[सं. एल.-12012/228/2004-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th December, 2005

S.O. 4843.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (C.R. 3 of 2005) of the Central Government/Industrial Tribunal Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Catholic Syrian Bank Limited and their workman, which was received by the Central Government on 07-12-2005.

[No. L-12012/228/2004-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT :

Shri P.L.Norbert, B.A, LL.B., Presiding Officer

(Monday the 25th day of November, 2005/04th Agrahayana 1927)

C.R. 3 of 2005

Workmen : Represented by the General Secretary
Catholic Syrian Bank Staff Association
AIBEA House, Kalliat Royale
Square, Palace
Road, Thrissur- 680020

By Advocate Shri Ranjith Thampan

Management : The Chairman
Catholic Syrian Bank Limited
Head Office,
St. Mary's College Road,
Post Box No. 502,
Thrissur-680020.

By advocate Shri B.S. Krishnan.

AWARD

1. This is a reference made by Central Government under Section 10 (1) (d) and (2A) of Industrial Disputes Act, 1947 to this court for adjudication. The dispute referred is:—

“Whether the fixation of retirement age of 60 years for the Tiny Deposit Collectors of Catholic Syrian Bank Ltd., Thrissur by the management of Catholic Syrian Bank Ltd. is legal and proper? If not, to what relief they are entitled to?”

2. On notice, both sides entered appearance. The workmen are represented by the General Secretary, Catholic Syrian Bank Staff Association, AIBEA House, Kalliath Royale Square, Palace Road, Thrissur. The claim statement is filed by the Union contending as follows:—

Under the Tiny Deposit Scheme, the Catholic Syrian Bank has engaged more than 100 persons as Tiny Deposit Collectors. This is one of the Major sources of deposit in the bank. The Tiny Deposit collectors are given commission on the basis of their monthly collection. The scheme has been in operation for more than 20 years. No age limit was fixed for the service of Tiny Deposit collectors by the bank. This facility to continue in service without termination was enjoyed by the Tiny Deposit Collectors for the last several years and that facility has matured into a service condition. Hon'ble Supreme Court has found in Judgement in C.A. 3355/98 that Tiny Deposit collectors are workers under ID Act. Many Tiny Deposit collections were continuing in service even after crossing sixty years of age. This service condition cannot be changed by the bank without notice to the workmen. In June, 2004, the bank, however, decided unilaterally that the tiny Deposit collectors would retire on attainment of the age of sixty years. Thus, on 31-8-2004, one person was terminated from service. In view of this, an Industrial Dispute was raised and the matter was conciliated by the Regional Labour Commissioner. However, no amicable solution could be brought about. Hence this reference by the government. The action of the Management is illegal. The Tiny Deposit Collectors are entitled to continue in service irrespective of their age. The termination of service on attaining the age of sixty years amounts to retrenchment and such retrenched workmen are entitled to be reinstated and benefits of the Act conferred. Hence, the Union prays for a direction to the management to

reinstate the workmen terminated at the age of sixty with full back wages or in alternative to give benefit under the Act.

3. The management through Chairman of Catholic Syrian Bank filed written statement contending as follows:—

The reference and adjudication of the dispute are not maintainable. The service conditions of workmen are governed by bipartite agreements. The retirement age of workmen in the subordinate cadre of the bank is sixty years. Since Tiny Deposit Collectors are declared as workmen under ID Act by the Hon'ble Supreme Court, the Management has decided to take a policy decision to fix the retirement age of Tiny Deposit Collectors as sixty years. They were engaged by the bank for a fixed period of 5 years as per individual agreements. They were allowed to continue even after the expiry of the period of agreement due to pendency of industrial dispute. They did not raise a demand before the Industrial Tribunal regarding age limit. Their demand before the Industrial Tribunal, Hyderabad was for extending service conditions applicable to regular employees to them also. The Union also demanded retirement benefits before the Industrial Tribunal, Hyderabad. It shows that they have indirectly accepted the superannuation as sixty years as applicable to regular employees. Now, Union wants the Tiny Deposit Collectors to work for even without retirement. The decision of the management is a policy decision and is not open to judicial review. It is not true to say that major deposit collections in bank is under the Tiny Deposit Scheme. Tiny deposit Collectors are not regular employees. They have no right to continue in employment without renewal of agreements. Since they were engaged on contract basis for a period of five years, there is no need to fix an age limit in the agreement. While deciding the Tiny Deposit Collectors as workmen under the ID Act, Supreme Court has not interfered with the service conditions of Tiny Deposit Collectors. It is not correct to say that the continuance of service of Tiny Deposit Collectors even after the expiry of contract period has matured into a service condition. The decision of the management is legal and proper. The workmen have no right for retrenchment of service or for back wages. Hence, the management prays to reject the claim of the Union.

4. The Union filed rejoinder. There are very many departments in which different age limits are set. Tiny Deposit Collectors can not be equated with the regular employees of the bank. The former have no salary, leave, provident fund, increments, pension, etc. No other bank has fixed age limit for Tiny Deposit Collectors. The Tiny Deposit Collectors have been working in bank since 1970. It is not correct to say that they were engaged for a

period of five years only. The termination of service at the age of sixty years is illegal and denial of employment. Therefore, the workmen who were terminated are to be reinstated.

5. In the light of the above contentions, the following points arise for consideration:—

- (i) Has the practice of continuance of service of Tiny Deposit Collectors without retirement age matured into a service condition? Are the Tiny Deposit Collectors entitled for a notice under Section 9-A of ID Act before fixing retirement age?
- (ii) Whether the termination of service of Tiny Deposit Collectors at the age of sixty, amounts to retrenchment? Are such workmen entitled to the benefits of S-25F of ID Act?
- (iii) Is the decision of the management (Ext. M3) fixing retirement age as sixty legal and proper?
- (iv) Are terminated workmen entitled for reinstatement with back wages?
- (v) Reliefs and costs.

The evidence consists of oral testimony of WW1 and WW2 and documentary evidence of Exts. W1 to W4 on the side of the Union and oral testimony of MW1 and Exts. M1 to M8 on the side of management.

Point No. 1 :

6. The Tiny Deposit Scheme was introduced in a full-fledged manner during 1975-76. At present, 96 Tiny Deposit Collectors are in service. The bank has not employed anyone after 1979. Admittedly, the Tiny Deposit Collectors were engaged initially on the basis of an agreement. Ext. M4 is one of such agreements. Ext. M5 series are eight other agreements. Ext. M4 and M5 series were executed between 1975 and 1979. As per clause 1 of the agreement, the appointment was for a period of 5 years. Clause 8 stipulates that either party may at any time determine this agreement by giving to the other one calendar month's notice in writing and bank may in the event of any breach by the canvasser determine the same without notice. With regard to the retirement age nothing is stated in the agreement. Ext. M3 is a circular of the bank dated 6-8-2004 stipulating among other terms that the retirement age of Tiny Deposit Collectors is sixty years. This, according to the Union, is in violation of service conditions. They contend that after the finding of the Supreme Court that the Tiny Deposit Collectors of banks are workmen coming under S-2(s) of the Act, they are entitled to all the rights and privileges under the Act. They claim that the long practice followed by bank, allowing Tiny Deposit Collectors to do service without retirement age, has matured into a

service condition and it cannot be changed without a notice under S-9A of the Act. No such notice was given to the workmen and hence the circular of the management is illegal.

7. Though most of the Tiny Deposit Collectors were appointed from 1975 onwards, WW1 Sri Thomas was engaged on 6-1-1971. On superannuation he was relieved of his duties by Ext. W3 on 31-8-2004. There are a few more persons who were similarly terminated on attaining the age of sixty years. The agreement executed by WW1 is not before the Court. However, Ext. W1, letter of authorization issued to WW1 shows that he was appointed on 6-1-1971. Since the appointment was for a period of five years, the service came to an end by 6-1-1976. Though MW1 (management witness) deposed that the agreement of Sri Thomas would have been renewed in 1976, no such agreement is produced. There is no record to show whether other than Sri Thomas, anyone else was appointed as Tiny Deposit Collectors prior to 1975. Exts. M4 and M5 series agreements related to the period from 1975 onwards. Naturally as per the agreements, their service would have come to an end by 1980 and subsequently. Admittedly, on 3-10-1980 an industrial dispute was raised by the workmen regarding service conditions before the Industrial Tribunal, Hyderabad. The matter was thereafter taken up to High Court of Hyderabad and then to the Supreme Court. Even before the reference to the Industrial Tribunal, the matter was pending for conciliation before the Labour commissioner, hence according to the management, as per S-33 of ID Act, the employer was not free to alter the service conditions of the workmen pending industrial dispute. This was the reason why the agreements were not renewed after 3-10-1980. This, according to the management, does not amount to acquiescence for continuation of the same service. As per the materials available only Sri Thomas (WW1) continued his service without renewal of agreement prior to the industrial dispute for a period of four years. The question is whether this solitary instance has assumed the colour or trend or common practice followed by bank with regard to retirement age prior to industrial dispute. The position after 3-10-1980 is different in view of S-33 of the Act. In order to claim that a practice that is followed in an industry has matured into a service condition, it has to be proved that such practice was a continuous and uninterrupted one followed for a long time. There is no such evidence in this case. The only available evidence is that Sri Thomas was allowed to continue for a period of four years on the same terms and conditions of the prior agreement. This is hardly enough to say that the practice or custom was followed for a sufficiently long time to become a service condition. The decision relied on by the Union and reported in *Dalmia Cement Ltd. New Delhi v. Their Workmen* (AIR 1967 SC 209) says that an uninterrupted and continuous practice alone can ripen into a service condition. That principle can not be adopted in the instant case as there is no evidence to prove that there

has been a continuous and uninterrupted practice for a sufficiently long time in order to ripen into a service condition. The position after 3-10-1980 cannot be taken into account in view of the pendency of industrial dispute.

8. It is to be noted that the agreement did not contain a provision for superannuation because it was for a period of five years only. The agreement was renewable on expiry of that period. Therefore, there was no need for the bank to include a term with regard to retirement age in the agreement. Since it was a contractual service, there was stipulation to terminate the service by either party on service of one months notice. At any rate, the absence of a term regarding retirement age in the agreement has not matured into a service condition in the light of the reasons already stated.

9. The next question is whether a notice u/s 9-A of the Act is required before taking a decision by the management. The relevant portion of S. 9-A reads:

“9-A. Notice of change—No employer, who proposes to effect any change in the conditions of service applicable to any workman in respect of any matter specified in the Fourth Schedule, shall effect such change,—

- (a) without giving to the workmen likely to be affected by such change a notice in the prescribed manner of the nature of the change proposed to be effected; or
- (b) within twenty-one days of giving such notice”.

Assuming that there is no age limit as per service conditions, still unless the matter falls under any of the items in the Fourth Schedule, S. 9-A will not be attracted. Item No. 8 of the Fourth Schedule pointed out by the Union does not apply in this case as there is no proof of customary concession or privilege. Item No. 10 of Fourth Schedule appears to be the relevant head. But, retirement is not a retrenchment in order to attract Item No. 10 either. Therefore, the management is not bound to issue a notice under Section 9-A to the workmen. For the above reasons, I find that the decision in Ext. M3 circular is not in violation of Section 9-A of the Act and service without retirement is not a service condition of Tiny Deposit Collectors. The point is answered against the Union.

Point No. 2, 3 & 4 :

10. Admittedly, there was no term with regard to retirement age in the service agreement between the management and their employees. Ext. M3 is the decision taken by the management fixing retirement age as sixty years. The question is whether the Tiny Deposit Collectors being retired at the age of sixty years amounts to

retrenchment or not. Section 2(oo) of ID Act defines retrenchment:

“Retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include :—

- “(a) voluntary retirement of the workman; or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or
- (c) termination of the service of a workman on the ground of continued ill-health”.

11. The clause that could be applicable in the instant case is 2(oo) (b). As per that clause, retirement on reaching superannuation is not retrenchment if the contract of service contains a stipulation to that effect. But in this case there is no term with regard to retirement age in the agreement. I have already found that the continuance of service of such workman even after the initial period of contract (5 years) without renewal of contract has not matured into a service condition and hence the management could take a decision regarding age without issuing notice to workman under Section 9-A of the Act. After the issuance of circular Ext. M3, the retirement age has become a part of service conditions of Tiny Deposit Collectors. If it is so, the retirement of Tiny Deposit Collectors at that age does not become retrenchment as per S. 2(oo) (b) of the Act. Even otherwise, the position of Tiny Deposit Collectors is different from other regular workman of the establishment. No doubt, the Hon'ble Supreme Court in Ext. M7 judgement has found the Tiny Deposit Collectors as workman under ID Act and, therefore, they are entitled to the benefits of the Act. At the same time, the Tiny Deposit Collectors being not regular workman they do not enjoy the service benefits due to regular employees of the bank. As per the Tiny Deposit Scheme, such workers are engaged on execution of agreements which contain only bare necessary terms of service. There is no dispute that all such Tiny Deposit were taken in service on execution of agreements for a period of five years. But, there is no evidence to show that any such agreements were renewed on expiry of their periods. Since the contract was for a limited period of five

years, they had to be renewed quinquennially. Therefore, there was no occasion for including a term regarding retirement age in agreements. The bank was free either to allow or disallow renewal. If the agreements are not renewed, the contract comes to an end and so also the service. Perhaps, the relevant aspect that could be included in the agreement is how long can the bank allow the Tiny Deposit Collectors to renew their agreements. It is up to the bank to decide depending upon the circumstances of each case. The Tiny Deposit Collectors can not claim that once they are engaged for a period of five years, the bank necessarily should allow them to continue until a particular age, say, sixty or sixty five or without age limit. So far as regular employees are concerned, the age is one of the service conditions. But as far as Tiny Deposit Collectors are concerned, it may be more correct to say that the age of sixty is the period up to which the contract could be extended. Once Tiny Deposit Collectors are appointed, it does not follow that they should be allowed to continue up to the age of sixty even without renewal of agreements. However, since they are workman they are entitled to gratuity and other benefits of the Act.

12. The learned counsel for the management argued that the workman have no right to demand that no age limit can be set for their service. It is the discretion of the management to take a decision regarding the age limit. To bring home the argument, the learned counsel relied on *Mange Ram v. National & Grinlays Bank* 1987 Lab. IC. 1560 (Delhi). In that case, no term was contained with regard to retirement age in the service contract. The court held that the service can be terminated at any time by dismissal or retirement or by mere termination of the contract of service. The employee is not entitled to serve the bank at his own sweet will till whatever age he liked. In *Rajsoni v. AIR Officer in charge Admn.* (1990) 3SCC 261, primary teachers who joined service prior to 1973 were governed by Delhi Educational Code and the age of retirement was sixty years. In 1973, Delhi Education Act and Rules came into force and the retirement age was limited to fifty eight years. The Hon'ble Supreme Court held that the teachers who joined service prior to 1973 were governed by the Educational Code and their age would be sixty years and teachers who joined service thereafter would be governed by Education Act and Rules, 1973 and their retirement age would be fifty eight years. This is a case in which employees were governed by statute. In *Suresh Chandra Singh v. Fertilizer Corporation of India Ltd.* (2004) ISCC 592, it was held that Board of Directors forms a different class and can not be equated with other employees in regard to service conditions. The Public Sector Enterprise (PSE) is free to formulate its own service conditions. Hence, equality in retirement age cannot be claimed against employees of other Corporations. In *Hindustan Antibiotics Ltd. v. Their*

workmen 1967 1LLJ 114, the retirement age of employees was fifty five extendable to sixty years at the discretion of the management. The Industrial Tribunal raised the age of retirement from 55 to 58 years extendable beyond that age at the discretion of the company. The Hon'ble Supreme Court held that it is not proper to give a discretion to the company to raise the age of retirement or not to do so, for the vesting of such uncontrolled discretion in the employer might lead to manipulation and victimisation. Therefore, the Hon'ble Supreme Court fixed the retirement age at 60.

13. The learned counsel for the Union relying on the decision by the Hon'ble Supreme Court and reported in AIR 1959 SC 1279 (*Guest, Keen, Williams Pvt. Ltd., Calcutta v. P.J. Sterling and others*) submitted that Ext. M3 circular fixing retirement age of Tiny Deposit Collectors can be made applicable at the most to those employees who came into service after Ext. M3 dtd. 6-8-2004. In the reported decision the Hon'ble Supreme Court observed that the standing orders of the company fixing retirement age cannot apply to employees who joined service prior to it. However, in a number of later decisions of the Supreme Court it was held that the view taken in *Guest, Keen's* case was bad in law. In *Salem, Erode Electricity Distribution Company Ltd. v. Their employees' union* (1966) 1LLJ 443 (SC), it was observed that matters covered by certified standing orders including age of superannuation should be uniform and should apply to all workmen in the industrial establishment. In *Agra Electric Supply Company Ltd. v. Alladin* (1969) 2LLJ 540 (SC) it was held by the Hon'ble Supreme Court that the view in *Guest, Keen, Williams'* case that the standing orders would not be binding on the workmen previously employed, was no more good in law as clarified in *Salem Erode Electricity Distribution* case. It was further said that standing orders were applicable to all employees irrespective of those employed prior to or after the standing orders were certified. Same view was taken in *Dunlop India Ltd. v. Their Workmen* (1972) 2LLJ 1 (SC). In *United Provinces Electric Supply Co. Ltd., v. TN Chatterjee* (1972) 2LLJ 9, 14 (SC), the same view was taken that the decision in the *Guest, Keen's* case was bad in law and the ruling in *Salem Erode* case was fully supported by the scheme of the Act and was rightly extended and applied in *Agra Electric Supply Company* case. In view of the above decisions, there cannot be any difference in retirement age between workmen who were appointed prior to and after Ext. M3.

14. The demand of the Union that they should be allowed to continue in service until they decide to stop work or till their death is too fanciful a claim and lacks rationale. No doubt, Tiny Deposit Collectors are freelance workers. But that does not mean that till their death they normally work. Since Ext. M3 has become a part of the

service conditions, the retirement on attainment of the age of sixty years does not amount to retrenchment falling under S2(oo)(b) of the Act. Such retiring employees are given gratuity and whatever benefits they are entitled to under the ID Act, by the bank. WW1 has also received gratuity. The acceptance of gratuity is an indirect recognition of retirement age. In *Fibre Form Pvt. Ltd. v. K. Kannan Nair* 1979 Lab. IC 252(Ker.) His Lordship Nambuthiripad J. held that the contract of employment did not specify that the concerned workmen had to retire on attainment of the age of fifty eight years. But, the workmen received gratuity from the employer under the Payment of Gratuity Act, 1972 which fixed the age of superannuation at fifty eight years (in cases where the age was not fixed under the contract of employment). Having accepted the gratuity money, it was not open to the workman to plead that it was a case of retrenchment. In *Ram Prasad & Others v. State of Rajasthan & Others*, 1993 LLR 59 (Rajasthan) it was observed that termination of a workman appointed for a fixed period will not amount to retrenchment even if such a workman has continued to work after the stipulated period in anticipation of the sanction of the post. In *Director, IMD v. Pushpa Srivastava* (1993) 1LLJ 190 (SC), the employee was appointed as a Research Executive on an *ad hoc* basis for a period of three years on contract basis. Though the appointment came to an end on 21-3-1990, she continued beyond the prescribed period. On 13-7-1990 she tendered her resignation which was accepted on 31-7-1990. But she thereafter requested that her service may be continued for some time more. As per her request, she was given *ad hoc* appointment on a contractual basis. A few days before the end of the period, she filed a writ petition in the High Court and obtained a direction to regularize her service within three months. This direction was quashed by the Supreme Court holding that the appointment was contractual in nature and by efflux of time the appointment came to an end and the respondent had no right to continue in the post. It was further observed that she was not entitled for regularization in service as her appointment was *ad hoc* and on a contractual basis though her service continued from time to time for more than an year.

15. The appointment of Tiny Deposit Collectors is on a contractual basis and their service is conterminous with the period of contract. By virtue of Ext. M3 the contract can be renewed upto the age of sixty. In view of the above legal position and in the light of the fact that there is no violation of S-9-A of the Act, I find that Ext. M3 decision of the bank is legal and proper. The retirement at the age of sixty does not amount to retrenchment. It follows, therefore, that they are not entitled for reinstatement or back wages. Points are answered against the Union.

16. In the result, an award is passed rejecting the claim of the Union that the Tiny Deposit Collectors are

entitled to work without age limit, but upholding the decision of Catholic Syrian Bank Ltd. fixing retirement age at sixty for the Tiny Deposit Collectors, as legal and proper. The parties are directed to suffer their respective costs. The award will take effect one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 25th day of November, 2005.

P.L. NORBERT, Presiding Officer

APPENDIX

Witness for Worker :

WW1 — Thomas—20-10-2005

WW2 — M.P. Paul—25-10-2005

Exhibits for Worker :

W1 — Photocopy of Letter of Authorization dt. 6-1-1971.

W2 — Photocopy of Memorandum of Staff dt. 13-6-1972.

W3 — Photocopy of letter issued to workmen from the bank dt. 31-8-2004.

W4 — Statement of account from 1-1-2004 to 20-9-2005.

Exhibits of the Management :

M1 — Copy of Representation submitted by Shri Thomas K.C. dt. 23-8-2004.

M2 — Copy of Receipt dt. 29-1-2005.

M3 — Copy of Circular No. 206/2004/BC/S. 32 issued by the General Manager (Operations). The Catholic Syrian Bank Co. Ltd. HO, Thrissur dated 6-8-2004.

M4 — Copy of agreement entered into by Shri M.K. Ramachandra with Catholic Syrian Bank dated 24-11-1975.

M5 series — Agreements.

M6 series — Letters submitted to bank by Tiny Deposit Collectors.

M7 — Copy of judgement in C.A. 3355/98 of the Supreme Court.

M8 — Copy of letter written to the HO from the Market Road Bench towards intimation of payment of gratuity dated 29-1-2005.

नई दिल्ली, 8 दिसम्बर, 2005

का. आ. 4844.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रिजर्व बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण जयपुर के पंचाट (संदर्भ संख्या आई डी. 63/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-12-2005 को प्राप्त हुआ था।

[सं. एल-12011/5/95-आई आर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 8th December, 2005

S.O. 4844.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (ID. No. 63/96) of the Industrial Tribunal Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Reserve Bank of India and their workman, which was received by the Central Government on 07-12-2005.

[No. L-12011/5/95-IR (B-I)]

AJAY KUMAR, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर

केस नं. सी.आई.टी. 63/96

रैफरेंस : केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली का आदेश क्रमांक एल. 12011/5/95-आई.आर. (बी-1) दिनांक 29-11-96

रिजर्व बैंक एम्प्लॉईज एसोसिएशन, जयपुर

-----प्रार्थी

बनम्स

भारतीय रिजर्व बैंक, जयपुर

-----अप्रार्थी

उपस्थित

पीठासीन अधिकारी : श्री पी. एल. हिस्सारिया, आर.एच.जे. एस.

प्रार्थी की ओर से : श्री आर.सी. जैन

अप्रार्थी की ओर से : श्री उन्नीकृष्णा ए.

दिनांक अवार्ड : 30-8-2005

अवार्ड

केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा निम्न विवाद इस अधिकरण को न्याय निर्णय हेतु प्रेषित किया गया है :

“Whether the action of the Management of Reserve Bank of India, Jaipur is justified in ordering for deduction of wages of class III employees attached to note examination section for not working for sometime on 21-5-93, when they have attended the duties etc.? If not, to what relief the workmen are entitled?”

2. प्रार्थी संघ ने अपने विवाद की पुष्टि में स्टेटमेंट ऑफ क्लेम पेश किया है जिसके अनुसार प्रार्थी संघ रिजर्व बैंक जयपुर में कार्यरत तृतीय श्रेणी कर्मचारियों के लगभग 98 प्रतिशत का प्रतिनिधित्व करती है। प्रस्तुत विवाद मुद्रा परीक्षण अनुभाग-2 में दिनांक 21-5-93 को सेवारत मुद्रा परीक्षक ग्रेड-II से संबंधित है। दिनांक 21-5-93 की जांच हेतु नोटों का वितरण निर्धारित समय 10.15 बजे की बजाय प्रातः 11.15 बजे किया गया जिससे संबंधित मुद्रा परीक्षकों ने संबंधित अधिकारी को आपत्ति दर्ज कराके एक घंटे का आनुपातिक कोटा कम करने का आग्रह किया और निर्णय में प्रशासनिक देरी को भांपते हुए एसोसिएशन ने सभी संबंधित कर्मचारियों को प्रिलंच पूरा कोटा स्वीकार करने का आग्रह किया और बाद लंच मिलने वाले कोटे में आनुपातिक कटौती करने का आग्रह बैंक प्रशासन को किया ताकि बैंक के कार्य में व्यवधान न हो किन्तु जांच हेतु नोट न केवल देरी से आये बल्कि विकृत नोटों के निर्धारित कोटा से ज्यादा थे फिर भी मुद्रा परीक्षकों ने नोटों के परीक्षण का कार्य 1.30 बजे समाप्त कर दिया किन्तु अनुभाग में तैनात मजदूरों के मना करने के कारण आगे को कार्यवाही स्टिचिंग/पंचिंग रुक गई, 2.30 बजे तक मुद्रा परीक्षक अपने-अपने नोटों को लेकर बैठे रहे न तो उन्हें भोजनावकाश की सुविधा मिली न ही अन्य आवश्यक कार्य को। शाम 5.15 पर मजदूरों ने अपना कार्य शुरू किया तब 5.30 बजे सांय लगभग मुद्रा परीक्षक संबंधित मुद्रा के बैग इंचार्ज को जमा करा सके। प्रशासन ने दिनांक 31-7-93 को एक आदेश जारी कर 21-5-93 को घटना दिवस के दिन मुद्रा परीक्षण अनुभाग-2 में तैनात मुद्रा परीक्षकों के वेतन कटौती के आदेश निकाले जो उपरोक्त परिस्थितियों में अवैधानिक व गलत है और निरस्तनीय हैं। अतः प्रार्थी संघ की प्रार्थना है कि बैंक प्रशासन द्वारा 31-7-93 को वेतन कटौती संबंधी जारी आदेश गैर कानूनी होने से निरस्त किया जावे, मुद्रा परीक्षकों को उस दिन हुई मानसिक यंत्रणा व असुविधा के लिए मुआवजा दिलाया जावे।

3. अप्रार्थी ने प्रार्थी संघ के क्लेम का जवाब पेश किया है जिसमें वर्णित किया गया है कि दिनांक 21-5-93 को सिक्का, नोट परीक्षकों ने सुबह की शिफ्ट में उन्हें गिनने के लिए दिये जाने वाले नोटों को देरी से दिये जाने के कारण अपने कोटे में कमी करने के लिए उन्होंने काम नहीं किया और बाद में देरी से काम करके अपना काम पूरा किया, उसके बाद चतुर्थ श्रेणी कर्मचारी संघ से मिलकर उन्हें काम नहीं करने दिया, इस कारण इन मुद्रा परीक्षकों को दूसरी पारी में गिनने के लिए नोट नहीं दिये जा सके और उन्होंने दूसरी पारी में कोई काम नहीं किया जो हड़ताल की परिभाषा में आता है और यदि कोई श्रमिक हड़ताल पर रह जाता है वह चाहे उस दिन थोड़े भाग के लिए हड़ताल पर रहा हो, उसका उस दिन का वेतन काटा जा सकता है इसलिए बैंक ने उक्त मुद्रा परीक्षकों का 21-5-93 को दूसरी पारी में काम नहीं करने के कारण एक दिन का वेतन काटा जो पूर्णतया उचित है अतः प्रार्थी के क्लेम को खारिज किया जावे।

4. प्रार्थी संघ ने अपने क्लेम की पुष्टि में दयाल चंद, मुद्रा परीक्षक का शपथ पत्र पेश किया है जिससे अप्रार्थी के विद्वान प्रतिनिधि ने जिरह की है व डब्ल्यू-1 वे दस्तावेज पेश किया है। अप्रार्थी बैंक की ओर से श्री एम.एस. अब्बासी एवं श्री मदन लाल के शपथ पत्र पेश हुए हैं जिनसे प्रार्थी के विद्वान प्रतिनिधि ने जिरह की है।

5. मैंने दोनों पक्ष के विद्वान प्रतिनिधिगण की बहस सुनी, पत्रावली का अवलोकन किया।

6. अप्रार्थी के विद्वान प्रतिनिधि का तर्क है कि मुद्रा परीक्षकों ने 21-5-93 को दूसरी पारी में मजदूरों को भड़काकर ऐसा माहौल पैदा कर दिया जिससे दूसरी पारी में उन्हें गिनने के लिए नोट नहीं दिये जा सके और मुद्रा परीक्षकों ने उस दिन दूसरी पारी में कोई कार्य नहीं किया जो हड़ताल की परिभाषा में आता है और हड़ताल करने का अधिकार किसी श्रमिक को नहीं है। उन्होंने उस दिन को दूसरी पारी में काम नहीं किया इसलिए उनका 21-5-93 का पूरे दिन का वेतन काट लिया गया जो पूर्णतया उचित है। अपने तर्क के समर्थन में विद्वान प्रतिनिधि ने निम्न प्रोद्घरण प्रस्तुत किये हैं:

1. बैंक ऑफ इण्डिया बनाम टी. एस. केलावाला, 1990 (4) एस.सी.सी पेज 744
2. सिंडीकेट बैंक बनाम उमेश नायक, ए.आई.आर. 1995 (एस.सी.) 319
3. टी.के. रंगाराजन बनाम तामिलनाडू राज्य 2003 लैब.आई.सी. 2646
4. दी मैनेजर, रिजर्व बैंक बनाम वी.रवीन्द्रन 2000 एल.आई.सी. 2919 (केरल)
5. जे.के. कॉटन स्पिनिंग एण्ड वीविंग मिल्स कम्पनी लि. कानपुर बनाम उनके श्रमिकगण 1956 (2) एल.एल.जे. 278।

7. इसके विपरीत प्रार्थी के विद्वान प्रतिनिधि का तर्क है कि मुद्रा परीक्षकों ने अपनी पहली पारी में पूरा काम किया है, यद्यपि कार्य देर से शुरू किया गया, उनकी कोटा कम करने की मांग भी नहीं मानी गई, फिर भी पहली पारी का पूरा कार्य उन्होंने 1.30 बजे समाप्त कर दिया। उन्हें किसी प्रकार का भोजनावकाश नहीं दिया गया। चतुर्थ श्रेणी कर्मचारियों ने उनके पहली पारी में गिने हुए नोटों को नहीं लिया और वे हड़ताल पर चले गये, इस कारण मुद्रा परीक्षकों को दूसरी पारी में गिनने के लिए नोट अप्रार्थी द्वारा नहीं दिये गये। अप्रार्थी द्वारा कार्य नहीं दिये जाने के कारण दूसरी पारी में उक्त मुद्रा परीक्षकों ने नोट नहीं गिने, वे शाम के 5.30 बजे तक वहां उपस्थित रहे और शाम के समय से पहली पारी के नोट जो उनके गिने हुए थे, उनसे लिये गये, इसमें उनका कोई दोष नहीं है। उक्त तथ्यों को स्वयं अप्रार्थी के दोनों साक्षीगण ने अपनी जिरह में स्वीकार किया है। अप्रार्थी के विद्वान प्रतिनिधि ने जो प्रोद्घरण प्रस्तुत किये हैं वे हड़ताल से संबंधित हैं जबकि प्रार्थीगण ने कोई हड़ताल नहीं की न ही काम करने के लिए मना किया बल्कि प्रथम पारी का पूरा काम उन्होंने स्वयं समाप्त किया है और दूसरी पारी में काम दिया ही नहीं गया इसलिए काम नहीं हो सका, फिर भी उनका पूरे दिन का वेतन गलत तौर पर काटा गया है जो ब्याज सहित उन्हें दिलाया जावे।

8. मैंने दोनों पक्षों के तर्कों पर गंभीरता से विचार किया, प्रस्तुत किये गये प्रोद्घरणों को आदर सहित पढ़ा एवं पत्रावली का ध्यानपूर्वक अवलोकन किया।

9. अप्रार्थी के विद्वान प्रतिनिधि द्वारा प्रस्तुत सभी प्रोद्घरण हड़ताल से संबंधित हैं जबकि विवाद से संबंधित कोई श्रमिक हड़ताल पर नहीं था इसलिए इनमें प्रतिपादित सिद्धान्त से अप्रार्थी को कोई लाभ नहीं पहुंचता। जहां तक 21-5-93 की प्रथम पारी का प्रश्न है, यह विवाद रहित दोनों पक्ष स्वीकार करते हैं कि उक्त श्रमिकगण ने प्रथम पारी में 1.30 बजे तक अपना कार्य सम्पूर्ण कर लिया था। यह तथ्य भी विवाद रहित है कि दूसरी पारी में इन मुद्रा परीक्षकों को गिनने के लिए नोट नहीं दिये गये इसलिए काम नहीं हो सका। प्रार्थी की साक्ष्य है कि चतुर्थ श्रेणी कर्मचारियों ने हड़ताल कर दी और इस कारण प्रथम पारी में गिने हुए नोट शाम को सवा पांच बजे उन से लिये गये और जब तक प्रथम पारी के नोट वापस नहीं लिये जाते तब तक द्वितीय पारी के नोट उन्हें नहीं दिये जाते, ऐसा नियम है, इसलिए द्वितीय पारी में उन्हें गिनने के लिए नोट नहीं दिये गये इसलिए वे काम नहीं कर सके। चतुर्थ श्रेणी कर्मचारियों के कृत्य के लिए मुद्रा परीक्षकों को दण्डित नहीं किया जा सकता।

10. इसके विपरीत अप्रार्थी की जो साक्ष्य आई है उसमें उनके तीनों साक्षियों ने जिरह में इस तथ्य को स्वीकार किया है कि नोट परीक्षकों को प्रथम पारी में गिनने के लिए देरी से दिये गये नोटों के बावजूद उन्होंने निर्धारित कोटा पूरा कर दिया था। इसके बाद मजदूरों ने अपना काम करने को मना कर दिया और वे पहले लन्च लेकर काम करने का कहकर उन्होंने काम नहीं किया। लन्च के बाद भी मजदूरों ने काम नहीं किया इस कारण मुद्रा परीक्षकों को पोस्ट लन्च का काम आवंटित नहीं किया जा सका। उन्होंने इस तथ्य को भी स्वीकार किया है कि मुद्रा परीक्षकों को कोटा आवंटित नहीं किये जाने के कारण मुद्रा परीक्षक काम नहीं कर पाये। वे यह नहीं कह सकते कि उच्चाधिकारियों ने यह निर्णय क्यों लिया कि मजदूरों द्वारा काम नहीं करने के कारण मुद्रा परीक्षकों को कोटा आवंटित नहीं किये जाने पर भी उनका वेतन काटा गया। कर्मचारियों के वेतन काटने से पूर्व उनसे कोई स्पष्टीकरण मांगा गया या नहीं, उन्हें पता नहीं। उन्होंने इस बात को भी स्वीकार किया है कि नोट परीक्षकों की गलती नहीं होने के बावजूद उनके वेतन से कटौती की गई है। स्वयं अप्रार्थी के साक्षीगण की जिरह में इस स्वीकारोक्ति के बाद अप्रार्थी के विद्वान प्रतिनिधि का यह तर्क पूर्णतः व्यर्थ हो जाता है कि मुद्रा परीक्षक उस दिन हड़ताल पर रहे हों और इस कारण उनका वेतन काटा गया हो।

11. उपरोक्त विवेचन के आधार पर.....की उस दिन कोई गलती नहीं थी, उन्हें लन्च के बाद कार्य दिया ही नहीं गया, ऐसी सूरत में 21-5-93 के दिन का वेतन अप्रार्थी द्वारा काटना पूर्णतः गलत है, अतः प्रकरण में निम्न अवार्ड पारित किया जाता है :

“भारतीय रिजर्व बैंक के प्रबन्धतंत्र द्वारा 21-5-93 को नोट परीक्षकों का एक दिन का वेतन काटना उचित व वैध नहीं है। मुद्रा परीक्षक दिनांक 21-5-93 के दिवस का पूरा वेतन पुनः प्राप्त करने के अधिकारी हैं।”

12. अवार्ड आज दिनांक 30-8-2005 को खुले न्यायालय में लिखाया जाकर सुनाया गया। अवार्ड की प्रति केन्द्र सरकार को प्रकाशनार्थ नियमानुसार भेजी जावे।

पी. एल. हिस्सारिया, पीठासीन अधिकारी

नई दिल्ली, 8 दिसम्बर, 2005

का. आ. 4845.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रिजर्व बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, मुम्बई के पंचाट (संदर्भ संख्या सीजी आईटी-2002 का 09) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-12-2005 को प्राप्त हुआ था।

[सं. एल-12011/1/2002-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th December, 2005

S.O. 4845.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-09 of 2002) of the Central Government Industrial Tribunal No. I Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Reserve Bank of India and their workman, which was received by the Central Government on 7-12-2005.

[No. L-12011/1/2002-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I MUMBAI

PRESENT:

JUSTICE GHANSHYAM DASS
Presiding Officer

Reference No. CGIT-09 Of 2002

PARTIES: Employers in relation to the management
of the management of Reserve Bank of
India

AND

Their workman.

APPEARANCES:

For the Management : Ms Bindu Nijan, Legal
Officer

For the workman : Mr. J. Sawant, Adv.
State : Maharashtra

Mumbai, dated the 14th day of November 2005.

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 and sub section 2A of Section 10 of the Industrial Disputes Act, 1947 (the Act for short). *Vide* Government of India, Ministry of Labour, New Delhi, order No. L-12011/1/2002 IR(B-1) dated 28-5-2002. The terms of reference given in the schedule are as follows:

“Whether the action of the Management of Reserve Bank of India, Mumbai in not granting promotions to the Fund Machine Operators is justified? If not, what relief these employees concerned is entitled?”

2. The reference in question relates to three workmen namely; Mr. N.S. Karnik, H.B. Joshi and Smt. J.R. Haldankar working as Fund Machine Operator with Reserve Bank of India (hereinafter referred to as “Management” for short) The dispute is raised by the aforesaid workmen by Reserve Bank of India Workers Organization, a trade union registered under the Trade Union Act, 1926 (hereinafter referred to as “Organisation” for short) The workmen namely Mr. N.S. Karnik, H.B. Joshi and Smt. J.R. Haldankar were appointed as Punch Operators w.e.f. 7-10-63, 17-7-64 and 9-4-1965 respectively. Punch Operators are entitled to the promotion as shown below :

Officer Grade ‘C’ (Machine Section Supervisor)

Officer Grade ‘B’ (Machine Section Supervisor)

Officer Grade ‘A’ (Machine Section Supervisor)

Tabulator Operator (Class III Staff)

Sorter Operator (Class III Staff)

Punch Operator (Class III Staff)

In the year 1965, the management created a category of Fund Machine Operator in the erstwhile Departments of Accounts and Expenditure (DAE), now named as Department of Expenditure and Budgetary Control (DEBC) for the purpose of managing the Provident Fund Account of all the employees of the management. The post of Fund Machine Operator was in the grade of Pay scale attached to the post of Sorter—Operator in Machine section. Accordingly, the management invited application only from the workmen in the category of Punch Operator and the workmen in question accordingly promoted to work as Fund Machine Operator in the year 1965/66. In view of the Iyer Award of 1968, the common pay scale for 25 categories including the categories of Punch Operator/Sorter Operator, Tabulator Operator and Machine Operator was fixed and the revised pay scale was implemented w.e.f. 1-1-1966. The pay scale of Fund Machine Operator was held to be the same of Sorter/Tabulator Operator. Besides the three workmen in question one more Punch Operator was posted as Fund Machine Operator but he, on his own request was sent back to his original position. The use of the Fund

Machines was completely discontinued in the year 1972 and then the persons working as Fund Machine Operator were posted to work as Punch Operator but the present three workmen continued to work as Fund Machine Operator.

3. The contention of the Workmen—Organisation is that the workmen in question are confirmed Fund Machine Operators since 01-6-1968. They have not been given any further promotion since then despite the fact that the persons junior to the present workmen in the Seniority list posted from Fund Machine Operator to the post of Punch Operator has been promoted to a higher post. It is contended that since in the year 1972, the use of Fund Machine has been completely stopped, there was no use of posting the person working as Fund Machine Operator. They were however assigned the work of Clerical job by the management. The management has been shown callous and discriminatory attitude towards the workmen in question who are working on the same post since the year 1968 without any further promotion.

4. The factual position is not in dispute. The contention of the management is that the workmen in question are not entitled to the promotion since they lost their lien on the original post of Punch Operator on being posted as Fund Machine Operator. The person who was sent back from Fund Machine Operator to Punch Operator was given promotion in view of his seniority in the that cadre. The workmen in question never opted to go back to the post of Punch Operator. The Fund machines have been discontinued since the year 1972 and hence the present workmen did not deserve for promotion. It is also contended that the present dispute is not an industrial dispute under Section 2(k) of the Industrial Dispute Act as the same has not been espoused by a substantial number of workmen in Class-III. The Union that has made the claim is an unrecognized and an represented union of class-III employees. The Reserve Bank of India recognized only two unions namely; All India Reserve Bank of India Employees Association and All India Reserve Bank of India Worker's Federation.

5. It is further contended that the service conditions of the Staff employee by the Bank are governed by Reserve Bank of India Staff Staff Regulation 1948 and instructions issued by the Bank from time to time. In addition to this, staff in class III and IV is also governed by the Award and Settlement/Agreement entered into between the Bank and the respective Unions at different point of time. The Punch Operators are promoted to the post of Sorter Operator on the basis of the Seniority. Regulation 29 of Reserve Bank of India Staff Regulation provides as under.

"All appointments and promotion shall be made at the discretion of the Bank and notwithstanding his seniority in a grade no employee shall have a right to be appointed or promoted to any particular post or grade."

The reference is also made to a dispute referred by Central Government in the year 1960 to the National Industrial Tribunal where in certain observations were made by the National Industrial Tribunal and the same were being upheld by the Honourable Supreme Court in the appeal. The emphasis is being laid as observed by the Honourable Supreme Court AIR 1966 Supreme Court 305 that the promotion is a matter of some discretion and seniority plays only a small part in it. The Fund Machine Operator had represented to the Bank regarding their promotion where upon the Bank, Upon consideration had advised the workman that they had lost their lien in Department of Statistical Analysis and Computer Services (DESACS) and that they cannot compare their subsequent career path of Sorter Operator attached to DESACS. The use of Fund machines being discontinued, the workmen lost us promotion prospects. Their representation was not found meriting the consideration.

The workmen have lead the evidence in the form of affidavit sworn and affirmed by Smt. Haldankar. She was cross examined by the Counsel for the management. She admitted that he knew about the switch over scheme. According to which technical persons could opt for clerical post on graduation. She did not opt for Clerical post after passing graduation exam. He did not apply for promotion to the Officer cadre. On account of loss in certain service benefits if he changed to different cadre. She did not want to change technical side. She also admitted that it is correct to say that separate cadre was created for Fund Machine Operator and option was given to those persons who wanted to join that cadre. Another workman Joshi also filed his affidavit as piece of evidence to support the case. The management filed the affidavit sworn and affirmed by Mr. Shreyan, Asstt. Manager.

8. I have gone through the entire evidence and documents. The parties have filed written submissions and have also made oral submissions.

9. On a consideration of the matter as a whole, I feel that the controversy as a small one with respect to the promotion only. At the very outset, it may be observed that the promotion is not right and the same is within the domain of the management. No doubt, the seniority matters in the grant of promotion but the suitability too is also considered. The Honourable Supreme Court has settled the legal position in various judgements from time to time. The reference can be made to Reserve Bank Employees Association 1965 (2) LLJ 175 at page 195, and K. V. Rajalakshmiiah Setty Vs. State of Mysore (AIR 1967 SC 993).

10. The reference is also made as submitted by the learned counsel for the management to the observation made by Supreme Court in case of Reserve Bank of India Vs. N. C. Paliwal 1976 4 SCC 838; and Reserve Bank of India Vs. C. N. Shasranaman (1986 Supp. SCC 143 Paras 38,

39 and 40) to show the manner in which promotions were made department wise and cadre wise seniority in respective cadres was being maintained keeping in mind the functions of Reserve Bank of India.

11. The learned counsel for the management had also referred to the policy formulated by the department for the employees with respect to service conditions and promotions etc.

12. On a consideration of the matter as a whole, the position which emerges as that the workmen in question are working as Fund Machine Operator for the last about 30 years. It is the admitted position that they did not opt to go back to the post of Punch Operator. On being promoted from the original post of Punch Operator to the Fund Machine Operator, they lost their lien on the original post in view of the settled legal positions. The present workmen had the opportunity to go back to their original post after discontinuance of the Fund Machines in the year 1975 but they did not opt for that. At that time, they thought it better to continue with the present post which had higher pay scale. Another person working as Fund Machine Operator was sent back to his original post of Fund Machine Operator in view of his own request and now he is promoted to a further higher post which has upset the present workman who are being refused promotion. It is their destiny. They cannot blame the management for it. They had the opportunity to go back to their original post but they did not opt. No doubt, they are on the same post for the last 30 years but that by itself is no ground to claim the promotion as a right since there is no promotion avenue to the post at which they are presently working on account of discontinuance of Fund Machines. The tribunal having full sympathy with the workmen is helpless in granting any relief to them. It is for the management only to consider sympathetically and to evolve some formula to help the workmen at this juncture who are at the fag end of their career and due for retirement. Since there is no promotion avenue apparently at the post of Fund Machine Operator, the workmen in question can be best utilised by awarding different work and the management may consider for granting of certain incentive either in the form of promotion/Notional promotion or Notional higher pay scale. The legal position is clear that the action of the management in not promoting the workmen in question is not the result of breach of any law. It is not discriminatory. It is not malafied. Due process of law have been followed. The promotion granted to other persons cannot be subject matter of this reference. The promotion of them cannot be upset at this juncture being outside the scope of this reference.

13. In this view of the matter, I conclude that the action of the Management of Reserve Bank of India, Mumbai in not granting promotions to the Fund Machine Operators is legal and justified.

14. The reference is accordingly answered in affirmative.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 8 दिसम्बर, 2005

का. आ. 4846.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार व्हील एंड एक्सेल प्लान्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या सी आर-245/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-12-2005 को प्राप्त हुआ था।

[सं. एल-41012/82/96-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th December, 2005

S.O. 4846.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (CR. No. 245/1997) of the Central Government Industrial Tribunal/Labour Court Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Wheel and Axle Plant and their workman, which was received by the Central Government on 7-12-2005.

[No. L-41012/82/96-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated the 21st November, 2005

PRESENT:

SHRI A. R. SIDDIQUI, Presiding Officer

C.R. NO. 245/1997

I Party

Sri V. Krishnamurthy,
C/o Ex-Councillor,
Eranna Building, No. 1333,
II Main, Gandhinagar, Yelahanka,
Bangalore.

II Party

The Dy. Chief Mechanical Engineer,
Office of the General Manager,
Wheel and Axle Plant,
Yelahanka,
Bangalore.

APPEARANCES:

I Party : Shri M. S. Anandaramu, Advocate.

II Party : Shri S. M. Salihi, Advocate.

AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of sub-section (1) and sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-41012/82/96-IR (B-I) dated 03-07-1997 for adjudication on the following schedule :

SCHEDULE

“Whether the management or wheel and Axle Plant is justified in removing Shri V. Krishnamurthy from service w.e.f. 24-10-1991? If not, to what relief the workman is entitled?”

2. The I party workman today filed a memo along with the order copy dated 10-02-2005 passed by the Division Bench of our Hon'ble High Court in Writ Appeal Nos. 2591-92/2002 (L-TER), the facts mentioned in the memo are as under :

“Para 1 : That, in C.R. No. 245/1997 dated 29th September 1999, an award was passed setting aside the order of removal passed by the second party management and ordered to withhold 3 increments with cumulative effect for a period of 5 years and 25% of the backwages was ordered.

Para 2 : Feeling aggrieved by the award of the labour court, the workman and the management have preferred W.P. No. 43486/1999 C/w W.P. No. 41947/1999 and the learned Single Judge in its order dated 17th January 2002 allowed the writ petition in part and without disturbing the orders of reinstatement, the matter has been remitted back to this Hon'ble Court for further adjudication in the matter with regard to denial of full backwages etc.

Para 3 : The decision rendered by the learned Single Judge was questioned in W.A. No. 2591-2592/2002 on the file of the Division Bench of the Hon'ble Court and the Division Bench of the Hon'ble High Court by its order dated 10th February 2005 modified the order passed by the learned Single Judge dated 17th January 2002 and the award passed by the Hon'ble Court in C.R. No. 245/1997 dated 25th September 1999 is affirmed except in respect of awarding of backwages, the award made by the labour court granting 25% of backwages from the date of dismissal till the date of reinstatement is set aside and in its place an order is made denying full backwages to the workman from the date of dismissal till the date of expiry of 45 days from the date of judgement made by the learned Single Judge, the workman is entitled for 50% of backwages till the date of reinstatement subject to adjustment of Section 17B. Copy of the judgement is enclosed along with this memo.

Para 4 : In view of the judgement rendered by the Division Bench of the Hon'ble High Court, the present Ref. No. C.R. No. 245/1997 does not survive for further consideration and accordingly, the matter may kindly be closed, to meet the ends of justice.”

3. As could be read from the above said memo, after this tribunal passed an award dated 29-09-1999, both the I party as well as the management filed W.P.s Nos. 43486/1999 (L-TER) C/w 41947/1999 (L-TER) challenging the award passed by this tribunal. Learned Single Judge of our Hon'ble High Court vide order dated 17-1-2002 up held the award of this tribunal to the extent of reinstatement of the I party into the service of the management and set aside the award as far as the payment of backwages of 25% to the workman from the date of dismissal to till date of reinstatement and remanded the matter back to this tribunal to record a finding as to whether the misconduct alleged against the workman has been proved or not and in case the misconduct was proved to what backwages he is entitled to.

4. It is further seen from the records that aggrieved by this order in W.P.'s both the parties challenged the same in W.A.'s Nos. 2591-2592/2002 and their lordship of Hon'ble High Court sitting in the Division Bench passed an order as follows :

“The order dated 17-1-2002 made by the learned Single Judge in W.P. Nos. 43486/1999 C/w 41947/1999 is hereby set aside. The award dated 29-9-1999 made by the Labour Court in CR No. 245/1997 is affirmed except in respect of awarding of backwages. The award made by the Labour Court granting 25% of back wages from the date of dismissal till the date of reinstatement is set aside. In its place an order is made denying full back wages to the workman from the date of dismissal till the date of expiry of 45 days from the date of impugned order made by the learned Single Judge. The workman is entitled for 50% of back wages after expiry of 45 days from the date of the order made by the learned Single Judge till the date of reinstatement subject to adjustment of Section 17B wages paid to the workman.

In terms stated above, these appeals are partly allowed and disposed of.”

5. Now therefore, the I party has filed the above said memo to close the proceedings in the light of the aforesaid order of Hon'ble High Court passed in the aforesaid W.A.'s. Since the order in W.P.'s has been set aside and a modified order to the above effect has been passed by the Division Bench, the dispute between the parties no more survives and therefore proceedings on hand are to be closed accordingly. Hence the following order :

ORDER

Proceedings in CR 245/1997 are hereby ordered to be closed in the light of the order of Hon'ble High Court in the W.A referred to supra.

(Dictated to LDC transcribed by him, corrected and signed by me on 21st November, 2005).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 8 दिसम्बर, 2005

का. आ. 4847.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रिजर्व बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण जयपुर के पंचाट (संदर्भ संख्या आई डी 11/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-12-2005 को प्राप्त हुआ था।

[सं. एल-12012/7/95-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th December, 2005

S.O. 4847.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (ID. No. 11/96) of the Industrial Tribunal Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Reserve Bank of India and their work man, which was received by the Central Government on 07-12-2005.

[No. L-12012/7/95-IR (B-1)]

AJAY KUMAR, Desk Officer

अनुबंध**औद्योगिक न्यायाधिकरण, जयपुर**

केस नं. सी.आई.टी. 11/96

रैफरेंस : केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली का आदेश क्रमांक एल. 12012/7/95-आई.आर. (बी-1) दिनांक 27-2-96

रिजर्व बैंक एम्प्लोईज एसोसिएशन, जयपुर जरिये सचिव।

—प्रार्थी

बनाम

मुख्य महाप्रबंधक, भारतीय रिजर्व बैंक, रामबाग सर्किल जयपुर।

—अप्रार्थी

उपस्थित

पीठासीन अधिकारी : श्री पी. एल. हिस्सारीया,
आर.एच.जे.एस.

प्रार्थी की ओर से : श्री आर.सी. जैन

अप्रार्थी की ओर से : श्री उन्नीकृष्णा ए.

दिनांक अवाई : 30-8-2005

अवाई

केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा निम्न विवाद इस अधिकरण को अधिनिर्णयार्थ हेतु प्रेषित किया गया है :

"Whether the action of the Management of Reserve Bank of India, Jaipur is justified in issuing order No. 274 dated 26-2-93 for deducting wages of 12 workman names of which are mentioned below who are stated to have participated in the strike on 25-4-1990? If not, to what relief these workmen are entitled?"

1. Sh. Mangal Chand Meena

2. Sh. Anil Kumar Jain

3. Sh. Girdharilal Meena

4. Sh. Phoolchand Gupta

5. Sh. Reena Arora

6. Sh. P. C. Raihariyan

7. Sh. K. K. Jain

8. Sh. Ashok Kr. Sharma-I

9. Sh. Sitaram Meena-III

10. Sh. R. S. Meena

11. Sh. D. N. Upadhyaya

12. Sh. S. S. Chouhan.

2. प्रार्थी यूनियन ने विवाद की पुष्टि में अपना स्टेटमेंट आफ क्लेम पेश किया है जिसके अनुसार प्रार्थी संघ रिजर्व कर्मचारियों की मान्यता प्राप्त यूनियन है तथा अधिकतम कर्मचारी इस संघ के सदस्य हैं। एक अन्य कर्मचारी यूनियन भी बनी हुई है जिसके द्वारा 25-4-90 को रिजर्व बैंक में हड़ताल का आवहान किया गया था किन्तु उसकी सदस्यता नागण्य होने से हड़ताल प्रभावहीन रही। रैफरेंस में अंकित सभी श्रमिकगण ने 25-4-90 को की गई हड़ताल में कतई भाग नहीं लिया और अपने निजी कारणों से अवकाश पर रहने के कारण उक्त दिन की बैंक में अनुपस्थिति रही जिसके लिए वे उनका एक दिन का वेतन प्राप्त करने के अधिकारी हैं। उन्होंने कभी हड़ताल पर रहने की घोषणा नहीं की और तीन वर्ष बाद 26-2-93 को विपक्षी नियोजकों द्वारा उनका वेतन नहीं देना अनुचित व अवैध है जबकि उन्होंने अवकाश पर रहने के कारणों से अप्रार्थी को अवगत करा दिया था। 25-4-90 के अवकाश के समर्थन में 26-3-93 को वेतन न देने का निर्णय करना व मेडीकल प्रमाण पत्र आदि मांगने का कोई औचित्य नहीं है। वेतन काटने से पूर्व उपरोक्त कर्मचारीगण को कोई नोटिस नहीं दिया गया जो नैसर्गिक न्याय के सिद्धान्तों के विपरीत है। ऐसी सकारण अनुपस्थिति को हड़ताल की संज्ञा नहीं दी जा सकती, इनके अवकाश पर रहने से बैंक के कार्य पर

कोई विपरीत प्रभाव नहीं पड़ा, अतः उपरोक्त सभी 12 कर्मचारियों का एक दिन का वेतन काटना अनुचित व अवैध है और शोषण की तारीफ में आता है। प्रार्थी संघ की प्रार्थना है कि रैफरेंस में वर्णित 12 कर्मचारी जो प्रार्थी संघ के सदस्य हैं का काटा गया वेतन वापस दिलाने के निर्देश प्रदान करें साथ ही 24 प्रतिशत सालाना दर से ब्याज भी दिलाया जावे तथा हर्जा भी दिलाया जावे।

3. अप्रार्थी ने प्रार्थी के स्टेटमेंट ऑफ क्लेम का जवाब प्रस्तुत किया है जिसके अनुसार क्लेम को अस्वीकार करते हुए बताया गया है कि विवाद में वर्णित सभी 12 श्रमिकगण 25-4-90 को बैंक से अनुपस्थित थे और उन्हें बैंक के द्वारा पूर्व में नोटिस जारी किया गया था कि 25-4-90 को संघ द्वारा आहुत की गई हड़ताल में कोई भाग नहीं लेगा, चूंकि ये श्रमिकगण अनुपस्थित थे इसलिए यह माना गया कि इन्होंने हड़ताल में अवैध रूप से भाग लिया है। इनके द्वारा 25-4-90 को अवकाश हेतु दिये गये प्रार्थना पत्र के साथ किसी प्रकार का कोई चिकित्सा प्रमाण पत्र नहीं था फिर भी इनकी अनुपस्थिति मार्क नहीं करते हुए सहानुभूतिपूर्वक रखी अपनाकर इन सभी 12 श्रमिकगण को 25-4-90 को असाधारण अवकाश स्वीकार किया गया है ताकि इनकी सेवा में कोई व्यवधान नहीं आये और 25-4-90 को चूंकि इन्होंने कोई काम नहीं किया, असाधारण अवकाश पर रहे इसलिए एक दिन का वेतन नहीं दिया गया। अप्रार्थी का यह कृत्य पूर्णतः उचित है, श्रमिकगण किसी प्रकार की राहत प्राप्त करने के अधिकारी नहीं है इसलिए उनका क्लेम खारिज किया जावे।

4. प्रार्थी ने उक्त जवाब का जवाबुल जवाब पेश किया है जिसमें वर्णित किया गया है कि उक्त सभी श्रमिकगण 25-4-90 को अवकाश पर थे, उन्होंने किसी प्रकार की हड़ताल में भाग नहीं लिया हड़ताल जिस संघ के द्वारा आहुत की गई थी वे उसके सदस्य भी नहीं हैं और स्वयं की परिस्थितियों के कारण इन्होंने अवकाश का प्रार्थना पत्र दिया है और अवकाश पर रहे हैं हड़ताल पर नहीं रहे, अतः उनका क्लेम स्वीकार किया जाकर 25-4-90 के काटे गये वेतन को ब्याज सहित दिलाया जावे।

5. प्रार्थी संघ की ओर से सीताराम मीणा का शपथ पत्र पेश हुआ है जिससे अप्रार्थी के विद्वान प्रतिनिधि ने जिरह की है। अप्रार्थी की ओर से कोई साक्ष्य पेश नहीं की गई है।

6. मैंने दोनों पक्ष के विद्वान प्रतिनिधिगण की बहस सुनी, पत्रावली का ध्यानपूर्वक अवलोकन किया।

7. अप्रार्थी के विद्वान प्रतिनिधि का एक मात्र तर्क यही है कि भारतीय रिजर्व बैंक एक आवश्यक सेवा का बैंक है जिसमें अनुशासन अत्यधिक महत्व रखता है। कर्मचारीगण के एक संघ ने 25-4-90 को हड़ताल का आवाहन किया जिस पर बैंक ने उसको अवैध घोषित करते हुए 25-4-90 को किसी के अनुपस्थित नहीं रहने का आदेश जारी किया और चूंकि विवाद में अंकित सभी श्रमिकगण 25-4-90 को कार्य पर नहीं आये इसलिए बैंक के पास यह माने जाने का पूर्ण आधार था कि ये सभी 12 श्रमिकगण हड़ताल पर थे इसलिए 25-4-90 का इनका असाधारण अवकाश स्वीकृत किया जाकर एक दिन का वेतन काटा

गया है जिसका बैंक को पूरा अधिकार है। अपने तर्क के समर्थन में विद्वान प्रतिनिधि ने निम्न प्रोद्धरण प्रस्तुत किये हैं :

1. बैंक ऑफ इण्डिया बनाम टी. एस. केलावाला 1990 (4) एस.सी.सी. पेज 744
2. सिन्डीकेट बैंक बनाम के. उमेश नायक ए.आई.आर. 1995 (एस.सी.) 319
3. टी.के. रंगाराजन बनाम तामिलनाडू राज्य 2003 लैब.आई.सी. 2000
4. दी मैनेजर रिजर्व बैंक बनाम बी. रवीन्द्रन 2000 लैब.आई.सी. 2000, 2919 (केरल)।
5. जे.के. काटन स्पनिंग एण्ड वीविंग मिल्स कम्पनी लि० कानपुर बनाम उनके श्रमिकगण 1956(2) एल.एल.जे. 278.

8. इसके प्रतिकूल प्रार्थीगण के विद्वान प्रतिनिधि का तर्क है कि अप्रार्थी के विद्वान प्रतिनिधि ने जो प्रोद्धरण प्रस्तुत किये गये हैं वे सभी से संबंधित हैं। विवाद में वर्णित सभी 12 श्रमिकगण अपने व्यक्तिगण कारण से उस दिन अवकाश पर थे, वे कभी हड़ताल पर नहीं रहे। इन कर्मचारियों में जो जवाब के साथ अनुसूची, "ए" दर्शित की गई है उनमें क्रम सं० 4 में वर्णित श्रमिक दिनांक 24 व 25 अप्रैल, 1990 को दो दिन के अवकाश पर था, क्रम सं० 5 एवं 8 पर वर्णित दोनों श्रमिक 25 व 26 अप्रैल, 1990 के लिए 2 दिन के अवकाश पर थे तथा क्रम सं० 16 पर वर्णित बी. एस. चौहान 23 से लेकर 25 अप्रैल तक अवकाश पर था जिन्होंने अपने अवकाश के प्रार्थना पत्र समय पर प्रस्तुत किये हैं जो कभी अस्वीकार नहीं किये गये, फिर भी इनमें सिर्फ एक दिन 25-4-90 के लिए ही असाधारण अवकाश स्वीकार किया गया है जिसके लिए उन्होंने कभी आवेदन नहीं किया और अवकाश का प्रकार बदलने का अप्रार्थी को कोई अधिकार नहीं है। उन्हें कभी कोई नोटिस नहीं दिया गया, उनसे कभी स्पष्टीकरण नहीं लिया गया जिस पर वे अपने अवकाश पर रहने को स्थिति के बारे में स्पष्ट कर सकते। मात्र यह मान लिया गया कि उन्होंने चिकित्सा प्रमाण पत्र अवकाश प्रार्थना पत्र के साथ नहीं दिया इसलिए यह हड़ताल पर हैं जबकि एक या दो दिन के लिए कोई व्यक्ति स्वास्थ्य के आधार पर भी अवकाश पर रहे तो उसके लिए चिकित्सा प्रमाण पत्र की आवश्यकता नहीं है जैसा कि ऐसोसियेट सीमेन्ट कम्पनी बनाम सीमेन्ट वर्कर्स कामगार यूनियन 1972 (24) एफ.एल.आर. 306 (एस.सी.) में माननीय उच्चतम न्यायालय ने सिद्धान्त प्रतिपादित किया गया है :

"Generally speaking no workman will get himself treated by a doctor on the very first day of an illness. For minor ailments, no workman would go to a doctor for treatment and it would be a great hardship to the workman if a medical certificate from a qualified doctor is insisted upon for sick leave for a day's illness. From a practical point of view, we do not think that it would be expedient to insist that a workman should produce a medical certificate from a qualified doctor to avail himself of sick leave for a day on the ground of illness."

9. मैंने दोनों पक्षों के तर्कों पर गंभीरता से विचार किया, प्रस्तुत किये गये प्रोद्धारणों को आदर सहित पढ़ा।

10. अप्रार्थी के विद्वान प्रतिनिधि द्वारा प्रस्तुत सभी प्रोद्धारण हड़ताल के संबंध में हैं। यह सही है कि किसी भी कर्मचारी का हड़ताल करने का कोई अधिकार नहीं है और यदि वह हड़ताल पर रहता है उसका वेतन काटा जा सकता है। अवकाश के लिए भी उसका अधिकार नहीं है परन्तु विवाद में वर्णित सभी 12 श्रमिकगण उस दिन अवकाश पर थे जिनके अवकाश का प्रार्थना पत्र कभी भी अस्वीकार नहीं किया गया, उनको माह अप्रैल 1990 का पूरा वेतन दिया गया और उसके बाद उन्हें बिना कोई सुनवाई का अवसर दिये बिना किसी प्रकार का स्पष्टीकरण लिये अप्रार्थी ने उनके अवकाश पर रहने के दिन को हड़ताल पर रहना मनमाने तौर पर मानते हुए उनका एक दिन का वेतन काट लिया जो पूर्णतया गलत है। अप्रार्थी के विद्वान प्रतिनिधि ने हड़ताल के विषय में जो प्रोद्धारण प्रस्तुत किये हैं उनमें प्रतिपादित सिद्धांत से अप्रार्थी को कोई लाभ नहीं पहुंचता क्योंकि अप्रार्थी को कहीं भी यह साक्ष्य अभिलेख पर नहीं है कि श्रमिकगण उस दिन हड़ताल पर रहे। इसके प्रतिकूल श्रमिकगण को साक्ष्य है कि वे हड़ताल पर नहीं थे, अवकाश पर थे, अप्रार्थी का यह आदेश कि उन्होंने चिकित्सा प्रमाण पत्र पेश नहीं किये इसलिए उन्हें अस्वस्थ होने के आधार पर अवकाश स्वीकार नहीं किया जा सकता हो, मानने योग्य नहीं है क्योंकि ऐसोसियेट सीमेन्ट के उपरोक्त वर्णित मामले में माननीय उच्चतम न्यायालय ने जो सिद्धांत प्रतिपादित किया है जिसे ऊपर उद्धृत किया गया है, के आधार पर भी श्रमिकगण अवकाश पर ही थे और उनका अवकाश इस आधार पर अस्वीकार नहीं किया जा सकता न ही अप्रार्थी ने प्रार्थीगण के अवकाश को कभी अस्वीकार किया है, उन्हें उस माह का पूरा वेतन दिया गया है और बाद में मनमाने तौर पर यह मानते हुए कि उक्त श्रमिक हड़ताल पर थे, उन्हें बिना कोई सुनवाई का अवसर दिये बिना कोई नोटिस दिये व बिना स्पष्टीकरण लिये अपने मन से ही एक दिन का वेतन काट लेना पूर्णतः गलत है।

11. उपरोक्त विवेचन के आधार पर प्रकरण में निम्न अवार्ड पारित किया जाता है :

“अप्रार्थी भारतीय रिजर्व बैंक, जयपुर द्वारा विवाद में वर्णित श्रमिकगण सर्वश्री मंगल चंद मोणा, अनिल कुमार जैन, गिरधारीलाल मोणा, फूलचंद गुप्ता, बीना अरोड़ा, पी. सी. राहरिया, के. के. जैन, अशोक कुमार शर्मा-2, सीताराम मोणा-3, आर. एस. मोणा, डी. एन. उपाध्याय, बी. एस. चौहान का आदेश क्रमांक 274 दिनांक 26-2-93 द्वारा 25-4-90 को हड़ताल में भाग लेने का वर्णन करते हुए एक दिन का वेतन काटना पूर्णतया अनुचित है। उक्त सभी श्रमिकगण उक्त दिवस का वेतन पुनः प्राप्त करने के अधिकारी हैं।”

12. अवार्ड आज दिनांक 30-8-2005 को खुले न्यायालय में लिखाया जाकर सुनाया गया जो केन्द्र सरकार को नियमानुसार प्रकाशनार्थ भेजा जावे।

पी. एल. हिस्सारिया, पीठासीन अधिकारी

नई दिल्ली, 8 दिसम्बर, 2005

का. आ. 4848.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 43/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-12-2005 को प्राप्त हुआ था।

[सं. एल-22013/1/2005-आई आर (सी-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 8th December, 2005

S.O. 4848.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 43/2004) of the Central Government Industrial Tribunal/ Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of S. C. C. L. and their workman, which was received by the Central Government on 08-12-2005.

[No. L-22013/1/2005-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT:

Shri T. Ramachandra Reddy,
Presiding Officer

Dated the 17th November, 2005

Industrial Dispute L. C. No. 43/2004

BETWEEN:

V. Puranchandra Rao,
S/o Veeraiah, Opp : S. C. Womens College,
Chaman Basti, Kothanudem Post Office,
Kammam District.Petitioner

AND

1. The Managing Director,
M/s Singareni Collieries Co. Ltd.
Regd. Office at Lakdikapool,
Khairatabad, Hyderabad.

2. The General Manager (Per)
M/s. Singareni Collieries Co. Ltd.,
Kothagudem, Khammam District.

.....Respondents

APPEARANCES:

For the Petitioner : M/s S. Prasada Rao,
Advocate.

For the Respondent : M/s K. Srinavasa
Murthy, Advocate.

AWARD

This is a case taken in view of the Judgement of the Hon'ble High Court of Andhra Pradesh reported in WP No. 8395 of 1989 dated 3-8-1995 between Sri U. Chainnappa and M/s Cotton Corporation of India and two others. The industrial dispute was numbered in this Tribunal as LC. 43/2004.

2. The brief facts as stated in the petition are : that the Petitioner was appointed as Badli Filler at KK-1 incline on 26-11-1999 in the Mandamarri division under dependent employment vide office order dated 24-11-1999. later on, he was transferred to KK-5A Incline on 21-1-2000. That till 26-9-2001 he was working as on 26-9-2001 his name was displayed in the notice board terminating his services. He represented to the Director, Personnel and Welfare Department to reconsider his termination. He was informed that the termination notice was served on 11-3-2004. He has informed that he had fell down from the repairing house and he got head injury and so was admitted in NIMS hospital between 30-10-1998 and 13-11-1998. He was discharged and that he was bed ridden now due to pain in the head. That he was served with orders only on 11-3-2004. Therefore, the dismissal is illegal and he may be reinstated.

3. A counter was filed stating that the petitioner was chargesheeted vide charge sheet No. KK-5A/01/Lab./87/380 dated 9-2-2001 for habitual absenteeism from duty without sufficient cause during the year 2000. The petitioner received the charge sheet and submitted his explanation as the explanation was not satisfactory and enquiry was conducted by giving full and fair opportunity to the petitioner. The enquiry was conducted by following the principles of natural justice. In fact, the petitioner workman admitted that he was guilty, he had not filed any documents to substantiate his absence from duty. His attendance is as follows. 20 days in 1999, 53 musters in 2000 and 58 musters in the year 2001 upto the date of dismissal. Hence, the petition may be dismissed.

4. This Tribunal has decided on 20-10-2004 holding that the domestic enquiry conducted by the respondent is valid and the petitioner was given ample opportunity to defend himself and the Enquiry Officer observed the principles of natural justice while holding the enquiry.

5. The arguments were heard on both sides under section 11A of ID Act. The Learned Counsel for the petitioner contended that the petitioner was appointed on compassionate grounds to support his family and that the petitioner absented for duty due to ill health and the punishment imposed is not commensurate with the gravity of the charge and requested for reinstatement with all benefits.

6. On the other hand, the Learned Counsel for the respondent vehemently contended that the petitioner was habitual absentee and he was dismissed after departmental enquiry giving full opportunity to defend himself and further the petitioner admitted his guilty before the Enquiry Officer and the Disciplinary Authority has rightly held dismissing the petitioner from service.

7. The petitioner has taken the plea in his claim petition that on account of sustaining injury and he was treated in a NIMS hospital from 30-10-1998 to 13-11-1998 and that he could not attend his duties due to pain in his head and other family problems. It is not in dispute that the petitioner has not produced any evidence to the affect of his ill health. On the other hand, he admitted the charges and pleaded guilty and he also given a representation admitting his guilty.

8. Now the question for consideration is whether the punishment of dismissal is insurate with the gravity of the charge. The petitioner was appointed on compassionate ground on 26-11-1999 at KK-1 Incline under Dependent Employment Scheme by the respondent proceedings dated 24-11-1999 and later on, he was transferred to KK-1 Incline on 21-1-2000 and he was dismissed from service vide proceedings dated 14-9-2001 w.e.f. 26-9-2001. In view of the circumstances, that the petitioner was appointed on compassionate grounds to support his family and further he made a representation to work properly in future before the Disciplinary Authority. I am of the opinion that the punishment that he has already undergone, is sufficient and he should be given one more chance and the ends of justice will met if he is reinstated by way of re-appointment with certain conditions which are as follows : (1) His services from 26-11-99 till he is reinstated shall not be counted for any purpose including retirement benefits. (2) The petitioner will be re-appointed as a Badli Filler on minimum starting pay scale within one month from the publication of this award. (3) The petitioner was put in minimum musters for 3 consecutive years and then only he may be considered for regularisation and (4) The petitioner failed to put in minimum muster rolls for 3 consecutive years. The respondent management is at liberty to take any appropriate action including dismissal from service after conducting due enquiry.

9. Accordingly, an award is passed and Transmit.

Dictated to Shri P. Kanaka Raju, LDC transcribed by him, corrected by me and given under my hand and seal of this Court on this the 17th day of November, 2005.

T. RAMACHANDRA REDDY, Presiding Officer

नई दिल्ली, 8 दिसम्बर, 2005

का. आ. 4849.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 215/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-12-2005 को प्राप्त हुआ था।

[सं. एल-22013/1/2005-आई आर (सी-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 8th December, 2005

S.O. 4849.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 215/2002) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of F.C.I. and their workman, which was received by the Central Government on 8-12-2005.

[No. L-22013/1/2005-IR (C-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT:

Shri T. Ramachandra Reddy, Presiding Officer

Dated the 23rd November, 2005

INDUSTRIAL DISPUTE L.C. NO. 215/2(X)2

BETWEEN:

P. Lakshmi, w/o Durgarao, R/o Khammam Dist.

....Petitioner

AND

1. The Regional Manager, FCI, HACA Bhavan, Hyderabad

2. The Depot Manager, FCI, Khammam Dist.

....Respondents

APPEARANCES :

For the Petitioner : G. Ravi Mohan, Advocate

For the Respondent : B.G. Ravindra Reddy, Advocate

AWARD

This is a claim petition filed under section 2A 2 of I.D. Act by the petitioner and the same was taken on file in view of the judgement of the Hon'ble High Court of Andhra Pradesh reported in W.P. No.8395 of 1989 dated 3-8-1995 between Sri U. Chinappa and M/s. Cotton Corporation of India and two others.

2. The averments made in the claim statement are that the petitioner was employed by the second respondent Depot Manager, FCI, Khammam in the year 1986 as a Sweeper and initially an amount of Rs.4/- per

day was paid as wages and subsequently enhanced to Rs.8/- and finally enhanced to Rs. 38/- per day during the year 1988. The second respondent is having godowns at Khammam, and employed the petitioner as casual labour directly for performing the duties of cleaning, sweeping and loading and unloading, which are perennial in nature. Subsequent to the employment of the petitioner, the second respondent has introduced a contractor to avoid relationship of the employee and employer between the petitioner and the respondent. No notice was issued to the petitioner or displayed on the notice board regarding the introduction of the contractor which is contrary to the provision of section 9 A of I.D. Act which requires notice regarding the charge in service conditions of the employees.

3. It is further submitted that the petitioner along with the co-workers who are also continuously working from 1986 and similarly situated employees filed a WP.5024/89 on the file of Hon'ble High Court seeking absorption of their services in the respondent corporation. The Hon'ble High Court was pleased to pass orders on 24-10-1991 directing the Government of India to constitute an Advisory Board and submit a report within four months thereafter to take a decision as to the abolition contracts labours. However, no action was taken by the Government. But the petitioner is being continued in service without any break as a casual labour. The respondent was changing the contractors from time to time to show that the petitioner was not directly under their control. During the pendency of the dispute before the Government, the second respondent again indulge in unfair labour practice and presented the petitioner and other casual labours in attending the duties. The petitioner and other casual labours filed a WP.983/92 and obtained interim direction to continue the petitioners in service and also to regularize their services. As such, the first respondent continued the petitioners in service.

4. It is further submitted that the petitioner was terminated from service orally w.e.f. 23-3-1998. The petitioner made a representation or reinstatement. But no action was taken, as such, the petitioners filed a W.P.No.8584/98 before the Hon'ble High Court. The petitioner also preferred an appeal No.575/98 which was dismissed directing the petitioner and others to agitate the matter before this Tribunal. It is further submitted that the petitioner and others worked from 1986 to 1998 without break. But the respondents are continuing the junior most employees in their corporation and requested to set aside oral termination order and direct to reinstate into service with continuity of services with back wages and other attendant benefits.

5. The respondents filed the counter and denied the averments made in the petition and pleaded that the petition is not maintainable neither in law nor on the

facts of the case and further submitted that the petitioner never worked as an employee in the respondent corporation and there is no relationship exists as the employer and employee. The respondent used to award handling and transport contract to the private contractors for handling and transporting of food grains on tender basis. The contractor used to bring his own labour for the purpose of undertaking the work and the amount was paid as per the schedule rate fixed under the contract depending upon the nature of work. It is the responsibility of the contract as to how many persons should be engaged and who should be engaged and the respondent has nothing to do with those matters. It is further submitted that the respondent never controlled or supervise the work done by the contract labours. The work in the respondent corporation was carried out by the contractors since 1986 to Nov. 1997. It is further submitted that the contract was given for two years after calling tenders by public tender enquiry. The respondent admitted the filing of W.P. by the petitioner and others and that the Hon'ble High Court did not grant any relief to the petitioner and pleaded that there is no privity of contract exists between the respondent corporation and the petitioner at any time. It is denied that the respondent deducted EPF from the petitioner and requested to pass an award dismissing the claim of the petitioner.

6. The petitioner filed affidavit in support of his claim and got marked the documents as Exhibits Ex. W1 to W4. As against this, the respondent examined S. Sudhakar as MW1, Asst. Manager, FCI, Khammam and got marked the documents as Exhibits M1 to M11.

7. The petitioner has sworn in the affidavit that the petitioner was appointed by the second respondent in the year 1988 at Khammam. But no appointment letter was issued. The petitioner continuously worked for a period of 12 years. The petitioner worked directly under the control of the second respondent and never worked under the control of the contract. The petitioner and others filed a WP before the High Court for absorption in the respondent corporation and the High Court was pleased to direct the Government of India to constitute an Advisory Board and submit a report within four months. But no action was taken by the Government of India. However, the petitioner and other co-workers continued into the service without any break. It is further, submitted that the petitioner and others filed a WP.983/92 for absorption and the High Court was pleased to grant interim direction to continue all the WPs in service. As such, the petitioner and the others continued in service. The petitioner was not paid any compensation even though continuously worked for 12 years.

8. MW1 has sworn in his affidavit that the petitioner had never worked in the respondent

corporation either as a casual labour or in any other capacity and there is no relationship of employer and employee between the respondent and the petitioner. The respondent used to award handling and transport work to the contractors for the purpose of handling and transporting of food grains on tender basis and the lowest tenderer was being given the contract. The contractor used to bring his own labours for executing the work undertaken by him and the contractor has to pay the wages as per the schedule of rates fixed in the contract. The respondent did not control or supervise the work done by the contract labours. The Ex. M1 to M11 are the copies of the letters addressed to the contractors awarding the contract for the purpose of handling and transport work mentioned therein from 1985 to 1993. It is further submitted that the respondent corporation and the workers Union of FCI has entered into settlement and that in terms of the agreement, the respondent has introduced Direct Payment System under which the eligible contract labour were selected from the list furnished by the contractor depending upon the requirement and subject to the terms and conditions of the agreement.

9. It is claimed that the petitioner is the workman as a casual labour under the second respondent appointed directly by the respondent management and that the respondent has introduced a contractor to avoid the relationship of employee and employer between the petitioner and the respondent. The petitioner and others who are placed under similar situation filed a WP before the Hon'ble High Court alleging that their services were illegally discontinued by the respondent corporation and sought the relief for continuation of their services as a casual labour. The Writ Petition was dismissed at the admission stage. However, the petitioner and others were given liberty to avail such remedy as may be available to them in law. Aggrieved by the orders of the Single Judge, the petitioner and others preferred an appeal before the Hon'ble High Court. The same was dismissed observing that the disputed facts involved in the case requires the finding by the Industrial Tribunal.

10. The issue that arises in the present petition is whether there had been a relationship of employee and employer by and between the petitioner and the respondent and the respondent has introduced a fake contractor to avoid the relationship.

11. It is claimed by the petitioner that the worked for 12 years without any break with the respondent as a casual labour and the petitioner was appointed by the respondent. The petitioner admitted in cross examination that no appointment letter was given and there is no proof to show that the petitioner was appointed by the District Manager, Khammam. It is admitted in the cross examination that the respondent used to give the amount to the contractor and the contractor, in turn, used to

make payments to the petitioner and others and the respondent also used to change the contractors from time to time. The clerk employed by the contract society, used to make note of their attendance and allot work and pay the salaries. The petitioner though, claimed that Provident Fund and EPF contributions were deducted from their wages, but they did not file any proof to that affect such as receipts. There is no documentary evidence to show that the petitioner worked continuously under the first respondent for a long period as claimed. It should be noted that the petitioner and others filed a Writ Petition alleging that they are the casual labours of the respondent through a contractor. The petitioner has to prove that the petitioner has been appointed by the respondent, showing the petitioner as a contract labour and there is a relationship of employee and employer exists between the petitioner and the respondent. The respondent witness has stated that the respondent has used to award handling and transport works to the contractors for the purpose of handling and transporting of food grains on tender basis and the lowest tenderer was given the contract. The documents Ex.M1 to M11 shows that the respondent used to call for the tenders by the contractors and the contract was given to the lowest tenderer and the contractor was used to enter into the agreements with the respondent. The terms and conditions of agreement shows that the payment should be made at the rates fixed in the contract to the contract labour and the security deposit has to be made and further the contractor has to provide facilities to the contract workers. It is the responsibility of the contractor to execute the work by engaging the labours for loading and unloading of food grains from the wagons and trucks. The Ex.M4, M5 and M7 shows that the FCI Hamalees Labour Contract society limited was formed and registered and the society used to take contract of handling and transportation of food grains by duly entering into an agreement. It appears that the said society is carrying the work of handling and transportation of food grains from 1993 to 1995. The petitioner admitted in the cross examination that she was the member of the society and the payment was made by the society. The documents filed by the petitioner Ex.M1 to M11 shows that the work of handling and transportation of food grains was given on contract from 1985 to 1990. The suggestion of the petitioner is that Ex.M1 to M12 were fabricated for the purpose of this case, does not appear to be true. There is no necessity for respondent to fabricate the agreements to show that the petitioners are the contract labours.

12. The petitioner could not place any record or evidence to show that they are the casual workers under the respondent corporation and the relationship of the workman and the management exists between the parties. It should be noted that in view of the section 10 of

abolition of contract labour, it is for the appropriate Government to decide whether employment of contract labour should be prohibited or only regulated. In the event of prohibiting the contract labour, a committee has to be constituted giving representation to the labour as well as the management to identify the jobs of permanent and perennial in nature and advise the management to regularise the contract labour who are eligible for the jobs. It is not the case of the petitioner that they are the contract labours and entitled for the jobs which are perennial and permanent in nature.

13. Therefore, I hold that there is no relationship of employee and employer exists between the petitioner and respondent. As such, alleged termination of the employee by the respondent is not violative of the provisions of the ID Act. Therefore, an award is passed dismissing the petition.

Dictated to Shri P. Kanaka Raju, LDC transcribed by him, corrected by me and given under my hand and Seal of this Court on this the 23rd day of November, 2005.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witness examined for the	Witness examined for the
Petitioner :- WW1	respondent :— MW1

Documents filed by the Petitioner

- Ex.W1 : The list of the casual labourers issued by the Dist. Manager in 1995
- Ex.W2 : The representation letter to the Dist. Manager dt. 17-7-2000 for reinstatement.
- Ex.W3 : The acknowledgement.
- Ex.W4 : The High Court order copy dt. 3-8-1999.

Documents filed by the Respondent

- Ex.M1 : Letter dt. 10-5-1985 to FCI.
- Ex.M2 : Letter dt. 1-8-87 addressed to Sri Rama Transport.
- Ex.M3 : Letter dt. 29-8-89 addressed to Sri Deshapathi Transport.
- Ex.M4 : Letter dt. 7-12-1993 addressed to FCI.
- Ex.M5 : Letter dt. 22-4-1996 addressed to FCI Hamali Labour Contract Cooperative Society Ltd.
- Ex.M6 : A copy of the tender form and the terms and conditions of the H & T contract.
- Ex.M7 : The copy of the agreement between FCI and FCI and CSW Hamali Contract Coop. Society Ltd. along with the terms and conditions.
- Ex.M8 : The copy of the letter dt. 12-3-1985.
- Ex.M9 : Letter dt. 1-1-1987.
- Ex.M10 : A copy of the letter dt. 9-8-1989 addressed to Sri Deshapathi Transport.

Ex.M 11: A copy of the letter dt. 7-12-1993 addressed to the President, FCI & CSW Hamalies Labour Contract Coop. Society Ltd.

Ex.M 12: The letter No. S & C 13(52)91-Cont. II dt. 5-12-1991.

नई दिल्ली, 8 दिसम्बर, 2005

का. आ. 4850.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 217/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-12-2005 को प्राप्त हुआ था।

[सं. एल-22013/1/2005-आई आर (सी-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 8th December, 2005

S.O. 4850.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 217/2002) of the Central Government Industrial Tribunal / Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of F.C.I. and their workman, which was received by the Central Government on 8-12-2005.

[No. L-22013/1/2005-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri T. Ramachandra Reddy, Presiding Officer

Dated the 23rd November, 2005

INDUSTRIAL DISPUTE L.C. NO. 217/2002

BETWEEN :

A. Narayana, S/o Bhadraiah,
R/o Khammam Dist.

....Petitioner

AND

1. The Regional Manager,
FCI, HACA Bhavan, Hyderabad

2. The Depot Manager,
FCI, Khammam Dist.

....Respondents

APPEARANCES:

For the Petitioner : G. Ravi Mohan, Advocate

For the Respondent : B.G. Ravindra Reddy, Advocate.

AWARD

This is a claim petition filed under section 2A 2 of ID Act by the petitioner and the same was taken on file in view of the judgement of the Hon'ble High Court of

Andhra Pradesh reported in WP No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. The averments made in the claim statement are that the petitioner was employed by the second respondent Depot Manager, FCI, Khammam in the year 1986 as a Sweeper and initially an amount of Rs.4 per day was paid as wages and subsequently enhanced to Rs. 8 and finally enhanced to Rs. 38 per day during the year 1988. The second respondent is having godowns at Khammam, and employed the petitioner as casual labour directly for performing the duties of cleaning, sweeping and loading and unloading, which are perennial in nature. Subsequent to the employment of the petitioner, the second respondent has introduced a contractor to avoid relationship of the employee and employer between the petitioner and the respondent. No notice was issued to the petitioner or displayed on the notice board regarding the introduction of the contractor which is contrary to the provision of section 9A of ID Act which requires notice regarding the charge in service conditions of the employees.

3. It is further submitted that the petitioner along with the co-workers who are also continuously working from 1986 and similarly situated employees filed a WP 5024/89 on the file of Hon'ble High Court seeking absorption of their services in the respondent corporation. The Hon'ble High Court was pleased to pass orders on 24-10-1991 directing the Government of India to constitute an Advisory Board and submit a report within four months thereafter to take a decision as to the abolition contracts labours. However, no action was taken by the Government. But the petitioner is being continued in service without any break as a casual labour. The respondent was changing the contractors from time to time to show that the petitioner was not directly under their control. During the pendency of the dispute before the Government, the second respondent again indulge in unfair labour practice and presented the petitioner and other casual labours in attending the duties. The petitioner and other casual labours filed a WP. 983/92 and obtained interim direction to continue the petitioners in service and also to regularize their services. As such, the first respondent continued the petitioners in service.

4. It is further submitted that the petitioner was terminated from service orally w.e.f. 23-3-1998. The petitioner made a representation or reinstatement. But no action was taken, as such, the petitioner filed a W.P. No. 8584/98 before the Hon'ble High Court. The petitioner also preferred an appeal No. 575/98 which was dismissed directing the petitioner and others to agitate the matter before this Tribunal. It is further submitted that the petitioner and other workers from 1986 to 1998 without break. But the respondents are continuing the junior most

employees in their corporation and requested to set aside oral termination order and direct to reinstate into service with continuity of services with back wages and other attendant benefits.

5. The respondents filed the counter and denied the averments made in the petition and pleaded that the petition is not maintainable neither in law nor on the facts of the case and further submitted that the petitioner never worked as an employee in the respondent corporation and there is no relationship exists as the employer and employee. The respondent used to award handling and transport contract to the private contractors for handling and transporting of food grains on tender basis. The contractor used to bring his own labour for the purpose of undertaking the work and the amount was paid as per the schedule rate fixed under the contract depending upon the nature of work. It is the responsibility of the contract as to how many persons should be engaged and who should be engaged and the respondent has nothing to do with those matters. It is further submitted that the respondent never controlled or supervise the work done by the contract labours. The work in the respondent corporation was carried out by the contractors since 1986 to Nov. 1997. It is further submitted that the contract was given for two years after calling tenders by public tender enquiry. The respondent admitted the filing of W.P. by the petitioner and others and that the Hon'ble High Court did not grant relief to the petitioner and pleaded that there is no privity of contract exists between the respondent corporation and the petitioner at any time. It is denied that the respondent deducted EPF from the petitioner and requested to pass an award dismissing the claim of the petitioner.

6. The petitioner filed affidavit in support of his claim and got marked the documents as Exhibits Ex. W1 to W4. As against this, the respondent examined S. Sudhakar as MW1, Asst. Manager, FCI, Khammam and got marked the documents as Exhibits Ex. M1 to M11.

7. The petitioner has sworn in the affidavit that the petitioner was appointed by the second respondent in the year 1988 at Khammam. But no appointment letter was issued. The petitioner continuously worked for a period of 12 years. The petitioner worked directly under the control of the second respondent and never worked under the control of contract. The petitioner and others filed a WP before the High Court for absorption in the respondent corporation and the High Court was pleased to direct the Government of India to constitute an Advisory Board and submit a report within four months. But no action was taken by the Government of India. However, the petitioner and other co-workers continued into the service without any break. It is further, submitted that the petitioner and others filed a WP. 983/92 for absorption and the High Court was pleased to grant

interim direction to continue all the WPs in service. As such, the petitioner and the others continued in service. The petitioner was not paid any compensation even though continuously worked for 12 years.

8. MW1 has sworn in his affidavit that the petitioner had never worked in the respondent corporation either as a casual labour or in any other capacity and there is no relationship of employer and employee between the respondent and the petitioner. The respondent used to award handling and transport work to the contractors for the purpose of handling and transporting of food grains on tender basis and the lowest tenderer was being given the contract. The contractor used to bring his own labours for executing the work undertaken by him and the contractor has to pay the wages as per the schedule of rates fixed in the contract. The respondent did not control or supervise the work done by the contract labours. The Ex. M1 to M11 are the copies of the letters addressed to the contractors awarding the contract for the purpose of handling and transport work mentioned therein from 1985 to 1993. It is further submitted that the respondent corporation and the workers Union of FCI has entered into settlement and that in terms of the agreement, the respondent has introduced Direct Payment System under which the eligible contract labour were selected from the list furnished by the contractor depending upon the requirement and subject to the terms and conditions of the agreement.

9. It is claimed that the petitioner is the workman as casual labour under the second respondent appointed directly by the respondent management and that the respondent has introduced a contractor to avoid the relationship of employee and employer between the petitioner and the respondent. The petitioner and others who are placed under similar situation filed a WP before the Hon'ble High Court alleging that their services were illegally discontinued by the respondent corporation and sought the relief for continuation of their services as a casual labour. The Writ Petition was dismissed at the admission stage. However, the petitioner and others were given liberty to avail such remedy as may be available to them in law. Aggrieved by the orders of the single Judge, the petitioner and others preferred an appeal before the Hon'ble High Court. The same was dismissed observing that the disputed facts involved in the case requires the finding by the Industrial Tribunal.

10. The issue that rises in the present petition is whether there had been a relationship of employee and employer by and between the petitioner and the respondent and the respondent has introduced a fake contractor to avoid the relationship.

11. It is claimed by the petitioner that he worked for 12 years without any break with the respondent as a casual labour and the petitioner was appointed by the

respondent. The petitioner admitted in the cross examination that no appointment letter was given and there is no proof to show that the petitioner was appointed by the District Manager, Khammam. It is admitted in the cross examination that the respondent used to give the amount to the contractor and the contractor, in turn, used to make payments to the petitioner and others and the respondent also used to change the contractors from time to time. The clerk employed by the contract society, used to make note of their attendance and allot work and pay the salaries. The petitioner though, claimed that Provident Fund and EPF contributions were deducted from their wages, but they did not file any proof to that affect such as receipts. There is no documentary evidence to show that the petitioner worked continuously under the first respondent for a long period as claimed. It should be noted that the petitioner and others filed a Writ Petition alleging that they are the casual labours of the respondent through a contractor. The petitioner has to prove that the petitioner has been appointed by the respondent, showing the petitioner as a contract labour and there is a relationship of employee and employer exists between the petitioner and the respondent. The respondent witness has stated that the respondent has used to award handling and transport works to the contractors for the purpose of handling and transporting of food grains on tender basis and the lowest tenderer was given the contract. The documents Ex.M1 to M11 shows that the respondent used to call for the tenders by the contractors and the contract was given to the lowest tenderer and the contractor was used to enter into the agreements with the respondent. The terms and conditions of agreement shows that the payment should be made at the rates fixed in the contract to the contract labour and the security deposit has to be made and further the contractor has to provide facilities to the contract workers. It is the responsibility of the contractor to execute the work by engaging the labours for loading and unloading of food grains from the wagon and trucks. The Ex. M4, M5 and M7 shows that the FCI Hamalees Labour Contract society limited was formed and registered and the society used to take contract of handling and transportation of food grains by duly entering into an agreement. It appears that the said society is carrying the work of handling and transportation of food grains from 1993 to 1995. The petitioner admitted in the cross examination that he was the member of the society and the payment was made by the society. The documents filed by the petitioner Ex. M1 to M11 shows that the work of handling and transportation of food grains was given on contract from 1985 to 1990. The suggestion of the petitioner is that Ex. M1 to M12 were fabricated for the purpose of this case, does not appear to be true. There is no necessity for respondent to fabricate the agreements to show that the petitioners are the contract labours.

12. The petitioner could not place any record or evidence to show that they are the casual workers under the respondent corporation and the relationship of the workman and the management exists between the parties. It should be noted that in view of the section 10 of abolition of contract labour, it is for the appropriate Government to decide whether employment of contract labour should be prohibited or only regulated. In the event of prohibiting the contract labour, a committee has to be constituted giving representation to the labour as well as the management to identify the jobs of permanent and perennial in nature and advise the management to regularise the contract labour who are eligible for the jobs. It is not the case of the petitioner that they are the contract labours and entitled for the jobs which are perennial and permanent in nature.

13. Therefore, I hold that there is no relationship of employee and employer exists between the petitioner and respondent. As such, alleged termination of the employee by the respondent is not violative of the provisions of the ID Act. Therefore, an award is passed dismissing the petition.

Dictated to Shri P. Kanaka Raju, LDC transcribed by him, corrected by me and given under my hand and seal of this Court on this the 23rd day of November, 2005.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witness examined for the Petitioner :- WW1 : D. Padma	Witness examined for the respondent MW1 : S. Sudhakar
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Documents filed by the petitioner

- Ex.W1 : The list of the casual labourers issued by the Dist. Manager in 1995.
- Ex.W2 : The representation letter to the Dist. Manager dt. 17-7-2000 for reinstatement.
- Ex.W3 : The acknowledgement.
- Ex.W4 : The High Court order copy dt. 3-8-1999.

Documents filed by the respondent

- Ex.M1 : Letter dt. 10-5-1985 to FCI.
- Ex.M2 : Letter dt. 1-8-87 addressed to Sri Rama Transport.
- Ex.M3 : Letter dt. 29-8-89 addressed to Sri Deshapathi Transport.
- Ex.M4 : Letter dt. 7-12-1993 addressed to FCI.
- Ex.M5 : Letter dt. 22-4-1996 addressed to FCI Hamali Labour Contract Cooperative Society Ltd.
- Ex.M6 : A copy of the tender form and the terms and conditions of the H & T contract.
- Ex.M7 : The copy of the agreement between FCI and CSW Hamali Contract Coop. Society Ltd. along with the terms and conditions.

ExM8 : The copy of the letter dt. 12-3-1985.

ExM9 : Letter dt. 1-1-1987.

ExM10: A copy of the letter dt. 9-8-1989 addressed to Sri Deshapati Transport.

ExM11: A copy of the letter dt. 7-12-1993 addressed to the President, FCI & CSW Hamalics Labour Contract Coop. Society Ltd.

ExM12: The letter No. S & C 13 (52) 91-Cont. II dt. 5-12-1991.

नई दिल्ली, 8 दिसम्बर, 2005

का. आ. 4851—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 216/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-12-2005 को प्राप्त हुआ था।

[सं. एल-22013/1/2005-आई आर (सी-11)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 8th December, 2005

S.O. 4851.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 216/2002) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of F.C.I. and their workman, which was received by the Central Government on 8-12-2005.

[No. L-22013/1/2005-IR (C-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri T. Ramachandra Reddy, Presiding Officer

Dated the 23rd November, 2005

INDUSTRIAL DISPUTE L.C. NO. 216/2002

BETWEEN :

D. Padma, W/o Joseph,
R/o Khanumam Dist.

....Petitioner

AND

1. The Regional Manager,
FCI, HACA Bhavan, Hyderabad

2. The Depot Manager,
FCI, Khanumam Dist.

....Respondents

APPEARANCES :

For the Petitioner : G. Ravi Mohan, Advocate

For the Respondent : B.G. Ravindra Reddy, Advocate.

AWARD

This is a claim petition filed under section 2A (2) of I D Act by the petitioner and the same was taken on file in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in WP.No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinappa and M/s Cotton Corporation of India and two others.

2. The averments made in the claim statement are that the petitioner was employed by the second respondent Depot Manager, FCI, Khammam in the year 1986 as a Sweeper and initially an amount of Rs.4 per day was paid as wages and subsequently enhanced to Rs.8 and finally enhanced to Rs. 38 per day during the year 1988. The second respondent is having godowns at Khammam, and employed the petitioner as casual labour directly for performing the duties of cleaning, sweeping and loading and unloading, which are perennial in nature. Subsequent to the employment of the petitioner, the second respondent has introduced a contractor to avoid relationship of the employee and employer between the petitioner and the respondent. No notice was issued to the petitioner or displayed on the notice board regarding the introduction of the contractor which is contrary to the provision of section 9A of ID Act which requires notice regarding the charge in service conditions of the employees.

3. It is further submitted that the petitioner along with the co-workers who are also continuously working from 1986 and similarly situated employees filed a WP.5024/89 on the file of Hon'ble High Court seeking absorption of their services in the respondent corporation. The Hon'ble High Court was pleased to pass orders on 24-10-1991 directing the Government of India to constitute an Advisory Board and submit a report within four months thereafter to take a decision as to the abolition contract labours. However, no action was taken by the Government. But the petitioner is being continued in service without any break as a casual labour. The respondent was changing the contractors from time to time to show that the petitioner was not directly under their control. During the pendency of the dispute before the Government, the second respondent again indulged in unfair labour practice and presented the petitioner and other casual labours in attending the duties. The petitioner and other casual labours filed a WP.983/92 and obtained interim direction to continue the petitioners in service and also to regularize their services. As such, the first respondent continued the petitioners in service.

4. It is further submitted that the petitioner was terminated from service orally w.e.f. 23-3-1998. The petitioner made a representation for reinstatement. But no action was taken, as such, the petitioner filed a W.P.No.8584/98 before the Hon'ble High Court. The petitioner also preferred an appeal No.575/98 which was

dismissed directing the petitioners and others to agitate the matter before this Tribunal. It is further submitted that the petitioner and others worked from 1986 to 1998 without break. But the respondents are continuing the junior most employees in their corporation and requested to set aside oral termination order and direct to reinstate into service with continuity of services with back wages and other attendant benefits.

5. The respondents filed the counter and denied the averments made in the petition and pleaded that the petition is not maintainable neither in law nor on the facts of the case and further submitted that the petitioner never worked as an employee in the respondent corporation and there is no relationship exists as the employer and employee. The respondent used to award handling and transport contract to the private contractors for handling and transporting of food grains on tender basis. The contractor used to bring his own labour for the purpose of undertaking the work and the amount was paid as per the schedule rate fixed under the contract depending upon the nature of work. It is the responsibility of the contract as to how many persons should be engaged and who should be engaged and the respondent has nothing to do with those matters. It is further submitted that the respondent never controlled or supervise the work done by the contract labours. The work in the respondent corporation was carried out by the contractors since 1986 to Nov. 1997. It is further submitted that the contract was given for two years after calling tenders by public tender enquiry. The respondent admitted the filing of W.P. by the petitioner and others and that the Hon'ble High Court did not grant relief to the petitioner and pleaded that there is no privity of contract exists between the respondent corporation and the petitioner at any time. It is denied that the respondent deducted EPF from the petitioner and requested to pass an award dismissing the claim of the petitioner.

6. The petitioner filed affidavit in support of his claim and got marked the documents as Exhibits W1 to W4. As against this, the respondent examined S.Sudhakar as MW1, Asst. Manager, FCI, Khammam and got marked the documents as Exhibits M1 to M11.

7. The petitioner has sworn in the affidavit that the petitioner was appointed by the second respondent in the year 1988 at Khammam. But no appointment letter was issued. The petitioner continuously worked for a period of 12 years. The petitioner worked directly under the control of the second respondent and never worked under the control of the contract. The petitioner and others filed a WP before the High Court for absorption in the respondent corporation and the High Court was pleased to direct the Government of India to constitute an Advisory Board and submit a report within four months. But no action was taken by the Government of

India. However, the petitioner and other co-workers continued into the service without any break. It is further, submitted that the petitioner and others filed a WP.983/92 for absorption and the High Court was pleased to grant interim direction to continue all the WPs in service. As such, the petitioner and others continued in service. The petitioner was not paid any compensation even though continuously worked for 12 years.

8. MW1 has sworn in his affidavit that the petitioner had never worked in the respondent corporation either as a casual labour or in any other capacity and there is no relationship of employer and employee between the respondent and the petitioner. The respondent used to award handling and transport work to the contractors for the purpose of handling and transporting of food grains on tender basis and the lowest tenderer was being given the contract. The contractor used to bring his own labours for executing the work undertaken by him and the contractor has to pay the wages as per the schedule of rates fixed in the contract. The respondent did not control or supervise the work done by the contract labours. The Ex.M1 to M11 are the copies of the letters addressed to the contractors awarding the contract for the purpose of handling and transport work mentioned therein from 1985 to 1993. It is further submitted that the respondent corporation and the workers Union of FCI has entered into settlement and that in terms of the agreement, the respondent has introduced Direct Payment System under which the eligible contract labour were selected from the list furnished by the contractor depending upon the requirement and subject to the terms and conditions of the agreement.

9. It is claimed that the petitioner is the workman as a casual labour under the second respondent appointed directly by the respondent management and that the respondent has introduced a contractor to avoid the relationship of employee and employer between the petitioner and the respondent. The petitioner and others who are placed under similar situation filed a WP before the Hon'ble High Court alleging that their services were illegally discontinued by the respondent corporation and sought the relief for continuation of their services as a casual labour. The Writ Petition was dismissed at the admission stage. However, the petitioner and others were given liberty to avail such remedy as may be available to them in law. Aggrieved by the orders of the Single Judge, the petitioner and others preferred an appeal before the Hon'ble High Court. The same was dismissed observing that the disputed facts involved in the case requires the finding by the Industrial Tribunal.

10. The issue that arises in the present petition is whether there had been a relationship of employee and employer by and between the petitioner and the

respondent and the respondent has introduced a fake contractor to avoid the relationship.

11. It is claimed by the petitioner that she worked for 12 years without any break with the respondent as a casual labour and the petitioner was appointed by the respondent. The petitioner admitted in the cross examination that no appointment letter was given and there is no proof to show that the petitioner was appointed by the District Manager, Khammam. It is admitted in the cross examination that the respondent used to give the amount to the contractor and the contractor, in turn, used to make payments to the petitioner and others and the respondent also used to change the contractors from time to time. The clerk employed by the contract society, used to make note of their attendance and allot work and pay the salaries. The petitioner though, claimed that Provident Fund and EPF contributions were deducted from their wages, but they did not file any proof to that affect such as receipts. There is no documentary evidence to show that the petitioner worked continuously under the first respondent for a long period as claimed. It should be noted that the petitioner and others filed a Writ Petition alleging that they are the casual labours of the respondent through a contractor. The petitioner has to prove that the petitioner has been appointed by the respondent, showing the petitioner as a contract labour and there is a relationship of employee and employer exists between the petitioner and the respondent. The respondent witness has stated that the respondent has used to award handling and transport works to the contractors for the purpose of handling and transporting of food grains on tender basis and the lowest tender was given the contract. The documents Ex.M1 to M11 shows that the respondent used to call for the tenders by the contractors and the contract was given on to the lowest tenderer and the contractor was used to enter into the agreements with the respondent. The terms and conditions of agreement shows that the payment should be made at the rates fixed in the contract to the contract labour and the security deposit has to be made and further the contractor has to provide facilities to the contract workers. It is the responsibility of the contractor to execute the work by engaging the labours for loading and unloading of food grains from the wagon and trucks. The Ex.M4, M5 and M7 shows that the FCI Hamalees Labour Contract Society Limited was formed and registered and the society used to take contract of handling and transportation of food grains by duly entering into an agreement. It appears that the said society is carrying the work of handling and transportation of food grains from 1993 to 1995. The petitioner admitted in the cross examination that she was the member of the society and the payment was made by the society. The documents filed by the petitioner Ex.M1 to M11 shows that the work of handling and

transportation of food grains was given on contract from 1985 to 1990. The suggestion of the petitioner is that Ex.M1 to M12 were fabricated for the purpose of this case, does not appear to be true. There is no necessity for respondent to fabricate the agreements to show that the petitioners are the contract labours.

12. The petition could not place any record or evidence to show that they are the casual workers under the respondent corporation and the relationship of the workman and the management exists between the parties. It should be noted that in view of the section 10 of abolition of contract labour, it is for the appropriate Government to decide whether employment of contract labour should be prohibited or only regulated. In the event of prohibiting the contract labour, a committee has to be constituted giving representation to the labour as well as the management to identify the jobs of permanent and perennial in nature and advise the management to regularise the contract labour who are eligible for the jobs. It is not the case of the petitioner that they are the contract labours and entitled for the jobs which are perennial and permanent in nature.

13. Therefore, I hold that there is no relationship of employee and employer exists between the petitioner and respondent. As such, alleged termination of the employee by the respondent is not violative of the provisions of the ID Act. Therefore, an award is passed dismissing the petition.

Dictated to Shri P. Kanaka Raju, LDC transcribed by him, corrected by me and given under my hand and seal of this Court on this the 23rd November, 2005.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witness examined for the Petitioner	Witness examined for the Respondent
WW1 : D. Padma	MW1 : S. Sudhakar

Documents filed by the petitioner

Ex.W1 : The list of the casual labourers issued by the Dist Manager in 1995
Ex.W2 : The representation letter to the Dist. Manager dt. 17-7-2000 for reinstatement.
Ex.W3 : The acknowledgement.
Ex.W4 : The High Court order copy dt. 3-8-1999.

Documents filed by the respondent

Ex.M1 : Letter dt. 10-5-1985 to FCI.
Ex.M2 : Letter dt. 1-8-87 addressed to Sri Rama Transport.
Ex.M3 : Letter dt. 29-8-89 addressed to Sri Deshapathi Transport.
Ex.M4 : Letter dt. 7-12-1993 addressed to FCI.
Ex.M5 : Letter dt. 22-4-1996 addressed to FCI Hamali Labour Contract Cooperative Society Ltd.

- ExM6 : A copy of the tender form and the terms and conditions of the H & T contract.
- ExM7 : The copy of the agreement between FCI and CSW Hamali contract Coop. Society Ltd. along with the terms and conditions.
- ExM8 : The copy of the letter dt. 12-3-1985.
- ExM9 : Letter dt. 1-1-1987.
- ExM10 : A copy of the letter dt. 9-8-1989 addressed to Sri Deshapati Transport.
- ExM11 : A copy of the letter dt. 7-12-1993 addressed to the President, FCI & CSW Hamalies Labour Contract Coop Society Ltd.
- ExM12 : The letter No. S & C 13 (52) 91-Cont. II dt. 5-12-1991.

नई दिल्ली, 8 दिसम्बर, 2005

का. आ. 4852.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 218/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-12-2005 को प्राप्त हुआ था।

[सं. एल-22013/1/2005-आई आर (सी-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 8th December, 2005

S.O. 4852.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 218/2002) of the Central Government Industrial Tribunal / Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of F.C.I. and their workman, which was received by the Central Government on 8-12-2005.

[No. L-22013/1/2005-IR (C-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri T. Ramachandra Reddy, Presiding Officer

Dated the 23rd November, 2005

INDUSTRIAL DISPUTE L.C. NO. 218/2002

BETWEEN :

M. Radha, W/o Pullaiah,
R/o Khammam Dist.

....Petitioner

AND

1. The Regional Manager,
FCI, HACA Bhavan, Hyderabad

2. The Depot Manager,
FCI, Khammam Dist.

....Respondents

APPEARANCES :

For the Petitioner : G. Ravi Mohan, Advocate

For the Respondent : B.G. Ravindra Reddy, Advocate.

AWARD

This is a claim petition filed under section 2A 2 of ID Act by the petitioner and the same was taken on file in view of the judgement of the Hon'ble High Court of Andhra Pradesh reported in WP. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinappa and M/s Cotton Corporation of India and two others.

2. The averments made in the claim statement are that the petitioner was employed by the second respondent Depot Manager, FCI, Khammam in the year 1986 as a Sweeper and initially an amount of Rs. 4/- per day was paid as wages and subsequently enhanced to Rs. 8/- and finally enhanced to Rs. 38/- per day during the year 1988. The second respondent is having godowns at Khammam, and employed the petitioner as casual labour directly for performing the duties of cleaning, sweeping and loading and unloading, which are perennial in nature. Subsequent to the employment of the petitioner, the second respondent has introduced a contractor to avoid relationship of the employee and employer between the petitioner and the respondent. No notice was issued to the petitioner or displayed on the notice board regarding the introduction of the contractor which is contrary to the provision of Section 9 A of ID Act which requires notice regarding the change in service conditions of the employees.

3. It is further submitted that the petitioner along with the co-workers who are also continuously working from 1986 and similarly situated employees filed a WP. 5024/89 on the file of Hon'ble High Court seeking absorption of their services in the respondent corporation. The Hon'ble High Court was pleased to pass orders on 24-10-1991 directing the Government of India to constitute an Advisory Board and submit a report within four months thereafter to take a decision as to the abolition of contracts labours. However, no action was taken by the Government. But the petitioner is being continued in service without any break as a casual labour. The respondent was changing the contractors from time to time to show that the petitioner was not directly under their control. During the pendency of the dispute before the Government, the second respondent again indulge in unfair labour practice and presented the petitioner and other casual labours in attending the duties. The petitioner and other casual labours filed a WP. 983/92 and obtained interim direction to continue the petitioners in service and also to regularize their services. As such, the first respondent continued the petitioners in service.

4. It is further submitted that the petitioner was terminated from service orally w.e.f. 23-3-1998. The petitioner made a representation or reinstatement. But no

action was taken, as such, the petitioner filed a W.P.No.8584/98 before the Hon'ble High Court. The petitioner also preferred an appeal No. 575/98 which was dismissed directing the petitioner and others to agitate the matter before this Tribunal. It is further submitted that the petitioner and others worked from 1986 to 1998 without break. But the respondents are continuing the junior most employees in their corporation and requested to set aside oral termination order and direct to reinstate into service with continuity of services with back wages and other attendant benefits.

5. The respondents filed the counter and denied the averments made in the petition and pleaded that the petition is not maintainable neither in law nor on the facts of the case and further submitted that the petitioner never worked as an employee in the respondent corporation and there is no relationship exists as the employer and employee. The respondent used to award handling and transport contract to the private contractors for handling and transporting of food grains on tender basis. The contractor used to bring his own labour for the purpose of undertaking the work and the amount was paid as per the schedule rate fixed under the contract depending upon the nature of work. It is the responsibility of the contract as to how many persons should be engaged and who should be engaged and the respondent has nothing to do with those matters. It is further submitted that the respondent never controlled or supervise the work done by the contract labours. The work in the respondent corporation was carried out by the contractors since 1986 to Nov. 1997. It is further submitted that the contract was given for two years after calling tenders by public tender enquiry. The respondent admitted the filing of W.P. by the petitioner and others and that the Hon'ble High Court did not grant any relief to the petitioner and pleaded that there is no privity of contract exists between the respondent corporation and the petitioner at any time. It is denied that the respondent deducted EPF from the petitioner and requested to pass an award dismissing the claim of the petitioner.

6. The petitioner filed affidavit in support of his claim and got marked the documents as Exhibits W1 to W4. As against this, the respondent examined S.Sudhakar as MW1, Asst. Manager, FCI, Khammam and got marked the documents as Exhibits M1 to M11.

7. The petitioner has sworn in the affidavit that the petitioner was appointed by the second respondent in the year 1988 at Khammam. But no appointment letter was issued. The petitioner continuously worked for a period of 12 years. The petitioner worked directly under the control of the second respondent and never worked under the control of the contract. The petitioner and others filed a WP before the High Court for absorption in the respondent corporation and the High Court was pleased to direct the Government of India to constitute an Advisory Board and submit a report within four months. But no action was taken by the Government of India. However, the petitioner and other co-workers continued into the service without any break. It is

further, submitted that the petitioner and others filed a WP. 983/92 for absorption and the High Court was pleased to grant interim direction to continue all the WPs in service. As such, the petitioner and the others continued in service. The petitioner was not paid any compensation even though continuously worked for 12 years.

8. MW1 has sworn in his affidavit that the petitioner had never worked in the respondent corporation either as a casual labour or in any other capacity and there is no relationship of employer and employee between the respondent and the petitioner. The respondent used to award handling and transport work to the contractors for the purpose of handling and transporting of food grains on tender basis and the lowest tenderer was being given the contract. The contractor used to bring his own labours for executing the work undertaken by him and the contractor has to pay the wages as per the schedule of rates fixed in the contract. The respondent did not control or supervise the work done by the contract labours. The Ex.M1 to M11 are the copies of the letters addressed to the contractors awarding the contract for the purpose of handling and transport work mentioned therein from 1985 to 1993. It is further submitted that the respondent corporation and the workers Union of FCI has entered into settlement and that in terms of the agreement, the respondent has introduced Direct Payment System under which the eligible contract labour were selected from the list furnished by the contractor depending upon the requirement and subject to the terms and conditions of the agreement.

9. It is claimed that the petitioner is the workman as a casual labour under the second respondent appointed directly by the respondent management and that the respondent has introduced a contractor to avoid the relationship of employee and employer between the petitioner and the respondent. The petitioner and others who are placed under similar situation filed a WP before the Hon'ble High Court alleging that their services were illegally discontinued by the respondent corporation and sought the relief for continuation of their services as a casual labour. The Writ Petition was dismissed at the admission stage. However, the petitioner and others were given liberty to avail such remedy as may be available to them in law. Aggrieved by the orders of the Single Judge, the petitioner and others preferred an appeal before the Hon'ble High Court. The same was dismissed observing that the disputed facts involved in the case requires the finding by the Industrial Tribunal.

10. The issue that rises in the present petition is whether there had been a relationship of employee and employer by and between the petitioner and the respondent and the respondent has introduced a fake contractor to avoid the relationship.

11. It is claimed by the petitioner that she worked for 12 years without any break with the respondent as a casual labour and the petitioner was appointed by the respondent. The petitioner admitted in cross examination that no appointment letter was given and there is no

proof to show that the petitioner was appointed by the District Manager, Khammam. It is admitted in the cross examination that the respondent used to give the amount to the contractor and the contractor, in turn, used to make payments to the petitioner and others and the respondent also used to change the contractors from time to time. The clerk employed by the contract society, used to make note of their attendance and allot work and pay the salaries. The petitioner though, claimed that Provident Fund and EPF contributions were deducted from their wages, but they did not file any proof to that affect such as receipts. There is no documentary evidence to show that the petitioner worked continuously under the first respondent for a long period as claimed. It should be noted that the petitioner and others filed a Writ Petition alleging that they are the casual labours of the respondent through a contractor. The petitioner has to prove that the petitioner has been appointed by the respondent, showing the petitioner as a contract labour and there is a relationship of employee and employer exists between the petitioner and the respondent. The respondent witness has stated that the respondent has used to award handling and transport works to the contractors for the purpose of handling and transporting of food grains on tender basis and the lowest tenderer was given the contract. The documents Ex. M1 to M11 shows that the respondent used to call for the tenders by the contractors and the contract was given to the lowest tenderer and the contractor was used to enter into the agreements with the respondent. The terms and conditions of agreement shows that the payment should be made at the rates fixed in the contract to the contract labour and the security deposit has to be made and further the contractor has to provide facilities to the contract workers. It is the responsibility of the contractor to execute the work by engaging the labours for loading and unloading of food grains from the wagons and trucks. The Ex. M4, M5 and M7 shows that the FCI Hamalees Labour Contract Society Limited was formed and registered and the society used to take contract of handling and transportation of food grains by duly entering into an agreement. It appears that the said society is carrying the work of handling and transportation of food grains from 1993 to 1995. The petitioner admitted in the cross examination that she was the member of the society and the payment was made by the society. The documents filed by the petitioner Ex. M1 to M11 shows that the work of handling and transportation of food grains was given on contract from 1985 to 1990. The suggestion of the petitioner is that Ex.M1 to M12 were fabricated for the purpose of this case, does not appear to be true. There is no necessity for respondent to fabricate the agreements to show that the petitioners are the contract labours.

12. The petitioner could not place any record or evidence to show that they are the casual workers under the respondent corporation and the relationship of workman and the management exists between the parties.

It should be noted that in view of the Section 10 of abolition of contract labour, it is for the appropriate Government to decide whether employment of contract labour should be prohibited or only regulated. In the event of prohibiting the contract labour, a committee has to be constituted giving representation to the labour as well as the management to identify the jobs of permanent and perennial in nature and advise the management to regularise the contract labour who are eligible for the jobs. It is not the case of the petitioner that they are the contract labours and entitled for the jobs which are perennial and permanent in nature.

13. Therefore, I hold that there is no relationship of employee and employer exists between the petitioner and respondent. As such, alleged termination of the employee by the respondent is not violative of the provisions of the ID Act. Therefore, an award is passed dismissing the petition.

Dictated to Shri P. Kanaka Raju, LDC transcribed by him, corrected by me and given under my hand and seal of this Court on this the 23rd day of November, 2005.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witness examined for the Petitioner :-	Witness examined for the respondent
WW1 : M. Radha	MW1 : S. Sudhakar

Documents filed by the petitioner

Ex.W 1 : The list of the casual labourers issued by the Dist. Manager in 1995
Ex.W 2 : The representation letter to the Dist. Manager dt. 17-7-2000 for reinstatement.
Ex.W 3 : The acknowledgement.
Ex.W 4 : The High Court order copy dt. 3-8-1999.

Documents filed by the respondent

Ex.M 1 : Letter dt. 10-5-1985 to FCI.
Ex.M 2 : Letter dt. 1-8-87 addressed to Sri Rama Transport.
Ex.M 3 : Letter dt. 29-8-89 addressed to Sri Deshapathi Transport.
Ex.M 4 : Letter dt. 7-12-1993 addressed to FCI.
Ex.M 5 : Letter dt. 22-4-1996 addressed to FCI Hamali Labour Contract Cooperative Society Ltd.
Ex.M 6 : A copy of the tender form and the terms and conditions of the H & T contract.
Ex.M 7 : The copy of the agreement between FCI and CSW Hamali Contract Coop. Society Ltd. along with the terms and conditions.
Ex.M 8 : The copy of the letter dt. 12-3-1985.
Ex.M 9 : Letter dt. 1-1-1987.
Ex.M 10 : A copy of the letter dt. 9-8-1989 addressed to Sri Deshapathi Transport.
Ex.M 11 : A copy of the letter dt. 7-12-1993 addressed to the President, FCI & CSW Hamalies Labour Contract Coop Scociety Ltd.
Ex.M 12 : The letter No. S & C 13 (52) 91-Cont. II dt. 5-12-1991.

नई दिल्ली, 8 दिसम्बर, 2005

का. आ. 4853.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 220/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-12-2005 को प्राप्त हुआ था।

[सं. एल-22013/1/2005-आई आर (सी-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 8th December, 2005

S.O. 4853.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 220/2002) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of F.C.I. and their workman, which was received by the Central Government on 8-12-2005.

[No. L-22013/1/2005-IR (C-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

PRESENT : Shri T. Ramachandra Reddy,
Presiding Officer

Dated the 23rd November, 2005

INDUSTRIAL DISPUTE L.C. NO. 220/2002

BETWEEN :

K. Munnu Swamy, S/o Muthaiah,
R/o Khammam Dist.Petitioner

AND

1. The Regional Manager,
FCI, HACA Bhavan, Hyderabad.
2. The Depot Manager,
FCI, Khammam Dist. Respondents

APPEARANCES :

For the Petitioner : G. Ravi Mohan, Advocate

For the Respondent : B.G. Ravindra Reddy, Advocate.

AWARD

This is a claim petition filed under Section 2A(2) of I D Act by the petitioner and the same was taken on file

in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in WP.No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinappa and M/s Cotton Corporation of India and two others.

2. The averments made in the claim statement are that the petitioner was employed by the second respondent Depot Manager, FCI, Khammam in the year 1986 as a Sweeper and initially an amount of Rs.4 per day was paid as wages and subsequently enhanced to Rs. 8 and finally enhanced to Rs. 38 per day during the year 1988. The second respondent is having godowns at Khammam, and employed the petitioner as casual labour directly for performing the duties of cleaning, sweeping and loading and unloading, which are perennial in nature. Subsequent to the employment of the petitioner, the second respondent has introduced a contractor to avoid relationship of the employee and employer between the petitioner and the respondent. No notice was issued to the petitioner or displayed on the notice board regarding the introduction of the contractor which is contrary to the provision of section 9A of ID Act which requires notice regarding the charge in service conditions of the employees.

3. It is further submitted that the petitioner along with the co-workers who are also continuously working from 1986 and similarly situated employees filed a WP.5024/89 on the file of Hon'ble High Court seeking absorption of their services in the respondent corporation. The Hon'ble High Court was pleased to pass orders on 24-10-1991 directing the Government of India to constitute an Advisory Board and submit a report within four months thereafter to take a decision as to the abolition contracts labours. However, no action was taken by the Government. But the petitioner is being continued in service without any break as a casual labour. The respondent was changing the contractors from time to time to show that the petitioner was not directly under their control. During the pendency of the dispute before the Government, the second respondent again indulged in unfair labour practice and presented the petitioner and other casual labours in attending the duties. The petitioner and other casual labours filed a WP.983/92 and obtained interim direction to continue the petitioners in service and also to regularize their services. As such, the first respondent continued the petitioners in service.

4. It is further submitted that the petitioner was terminated from service orally w.e.f. 23-3-1998. The petitioner made a representation or reinstatement. But no action was taken, as such, the petitioner filed a W.P.No.8584/98 before the Hon'ble High Court. The petitioner also preferred an appeal No.575/98 which was dismissed directing the petitioners and others to agitate the matter before this Tribunal. It is further submitted

that the petitioner and others worked from 1986 to 1998 without break. But the respondents are continuing the junior most employees in their corporation and requested to set aside oral termination order and direct to reinstate into service with continuity of services with back wages and other attendant benefits.

5. The respondents filed the counter and denied the averments made in the petition and pleaded that the petition is not maintainable neither in law nor on the facts of the case and further submitted that the petitioner never worked as an employee in the respondent corporation and there is no relationship exists as the employer and employee. The respondent used to award handling and transport contract to the private contractors for handling and transporting of food grains on tender basis. The contractor used to bring his own labour for the purpose of undertaking the work and the amount was paid as per the schedule rate fixed under the contract depending upon the nature of work. It is the responsibility of the contract as to how many persons should be engaged and who should be engaged and the respondent has nothing to do with those matters. It is further submitted that the respondent never controlled or supervise the work done by the contract labours. The work in the respondent corporation was carried out by the contractors since 1986 to Nov. 1997. It is further submitted that the contract was given for two years after calling tenders by public tender enquiry. The respondent admitted the filing of W.P. by the petitioner and others and that the Hon'ble High Court did not grant relief to the petitioner and pleaded that there is no privity of contract exists between the respondent corporation and the petitioner at any time. It is denied that the respondent deducted EPF from the petitioner and requested to pass an award dismissing the claim of the petitioner.

6. The petitioner filed affidavit in support of his claim and got marked the documents as Exhibits Ex. W1 to W4. As against this, the respondent examined S.Sudhakar as MW1, Asst. Manager, FCI, Khammam and got marked the documents as Exhibits Ex.M1 to M11.

7. The petitioner has sworn in the affidavit that the petitioner was appointed by the second respondent in the year 1988 at Khammam. But no appointment letter was issued. The petitioner continuously worked for a period of 12 years. The petitioner worked directly under the control of the second respondent and never worked under the control of contract. The petitioner and others filed a WP before the High Court for absorption in the respondent corporation and the High Court was pleased to direct the Government of India to constitute an Advisory Board and submit a report within four months. But no action was taken by the Government of India. However, the petitioner and other co-workers continued

into the service without any break. It is further, submitted that the petitioner and others filed a WP. 983/92 for absorption and the High Court was pleased to grant interim direction to continue all the WPs in service. As such, the petitioner and others continued in service. The petitioner was not paid any compensation even though continuously worked for 12 years.

8. MW1 has sworn in his affidavit that the petitioner had never worked in the respondent corporation either as a casual labour or in any other capacity and there is no relationship of employer and employee between the respondent and the petitioner. The respondent used to award handling and transport work to the contractors for the purpose of handling and transporting of food grains or tender basis and the lowest tenderer was being given the contract. The contractor used to bring his own labours for executing the work undertaken by him and the contractor has to pay the wages as per the schedule of rates fixed in the contract. The respondent did not control or supervise the work done by the contract labours. The Ex.M1 to M11 are the copies of the letters addressed to the contractors awarding the contract for the purpose of handling and transport work mentioned therein from 1985 to 1993. It is further submitted that the respondent corporation and the workers Union of FCI has entered into settlement and that in terms of the agreement, the respondent has introduced Direct Payment System under which the eligible contract labour were selected from the list furnished by the contractor depending upon the requirement and subject to the terms and conditions of the agreement.

9. It is claimed that the petitioner is the workman as casual labour under the second respondent appointed directly by the respondent management and that the respondent has introduced a contractor to avoid the relationship of employee and employer between the petitioner and the respondent. The petitioner and others who are placed under similar situation filed a WP before the Hon'ble High Court alleging that their services were illegally discontinued by the respondent corporation and sought the relief for continuation of their services as a casual labour. The Writ Petition was dismissed at the admission stage. However, the petitioner and others were given liberty to avail such remedy as may be available to them in law. Aggrieved by the orders of the single Judge, the petitioner and others preferred an appeal before the Hon'ble High Court. The same was dismissed observing that the disputed facts involved in the case requires the finding by the Industrial Tribunal.

10. The issue that arises in the present petition is whether there had been a relationship of employee and employer by and between the petitioner and the

respondent and the respondent has introduced a fake contractor to avoid the relationship.

11. It is claimed by the petitioner that he worked for 12 years without any break with the respondent as a casual labour and the petitioner was appointed by the respondent. The petitioner admitted in the cross examination that no appointment letter was given and there is no proof to show that the petitioner was appointed by the District Manager, Khammam. It is admitted in the cross examination that the respondent used to give the amount to the contractor and the contractor, in turn, used to make payments to the petitioner and others and the respondent also used to change the contractors from time to time. The clerk employed by the contract society, used to make note of their attendance and allot work and pay the salaries. The petitioner though, claimed that Provident Fund and EPF contributions were deducted from their wages, but they did not file any proof to that affect such as receipts. There is no documentary evidence to show that the petitioner worked continuously under the first respondent for a long period as claimed. It should be noted that the petitioner and others filed a Writ Petition alleging that they are the casual labours of the respondent through a contractor. The petitioner has to prove that the petitioner has been appointed by the respondent, showing the petitioner as a contract labour and there is a relationship of employee and employer exists between the petitioner and the respondent. The respondent witness has stated that the respondent has used to award handling and transport works to the contractors for the purpose of handling and transporting of food grains on tender basis and the lowest tender was given the contract. The documents Ex. M1 to M11 shows that the respondent used to call for the tenders by the contractors and the contract was given to the lowest and tenderer and the contractor was used to enter into the agreements with the respondent. The terms and conditions of agreement shows that the payment should be made at the rates fixed in the contract to the contract labour and the security deposit has to be made and further the contractor has to provide facilities to the contract workers. It is the responsibility of the contractor to execute the work by engaging the labours for loading and unloading of food grains from the wagons and trucks. The Ex. M4, M5 and M7 shows that the FCI Hamalees Labour Contract Society Limited was formed and registered and the Society used to take contract of handling and transportation of food grains by duly entering into an agreement. It appears that the said society is carrying the work of handling and transportation of food grains from 1993 to 1995. The petitioner admitted in the cross examination that he was the member of the society and the payment was made by the society. The documents filed by the petitioner Ex.M1

to M11 shows that the work of handling and transportation of food grains was given on contract from 1985 to 1990. The suggestion of the petitioner is that Ex. M1 to M12 were fabricated for the purpose of this case, does not appear to be true. There is no necessity for respondent to fabricate the agreements to show that the petitioners are the contract labours.

12. The petition could not place any record or evidence to show that they are the casual workers under the respondent corporation and the relationship of the workman and the management exists between the parties. It should be noted that in view of the section 10 of abolition of contract labour, it is for the appropriate Government to decide whether employment of contract labour should be prohibited or only regulated. In the event of prohibiting the contract labour, a committee has to be constituted giving representation to the labour as well as the management to identify the jobs of permanent and perennial in nature and advise the management to regularise the contract labour who are eligible for the jobs. It is not the case of the petitioner that they are the contract labours and entitled for the jobs which are perennial and permanent in nature.

13. Therefore, I hold that there is no relationship of employee and employer exists between the petitioner and respondent. As such, alleged termination of the employee by the respondent is not violative of the provisions of the ID Act. Therefore, an award is passed dismissing the petition.

Dictated to Shri P. Kanaka Raju, LDC transcribed by him, corrected by me and given under my hand and seal of this Court on this the 23rd day of November, 2005.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witness examined for the	Witness examined for
	the respondent :

Petitioner :

MW1 : S. Sudhakar

WW1 : K. Munnu Swamy

Documents filed by the petitioner

Ex. W1 : The list of the casual labourers issued by the Dist. Manager in 1995.

Ex. W2 : The representation letter to the Dist. Manager dt. 17-7-2000 for reinstatement.

Ex. W3 : The acknowledgement.

Ex. W4 : The High Court order copy dt. 3-8-1999.

Documents filed by the respondent

Ex. M1 : Letter dt. 10-5-1985 to FCI.

Ex. M2 : Letter dt. 1-8-87 addressed to Sri Rama Transport.

Ex. M3 : Letter dt. 29-8-89 addressed to Sri Deshapathi Transport.

Ex. M4 : Letter dt. 7-12-1993 addressed to FCI.

Ex. M5 : Letter dt. 22-4-1996 addressed to FCI Hamali Labour Contract Cooperative Society Ltd.

Ex. M6 : A copy of the tender form and the terms and conditions of the H & T contract.

Ex. M7 : The copy of the agreement between FCI and FCI and CSW Hamali contract Coop. Society Ltd. along with the terms and conditions.

Ex. M8 : The copy of the letter dt. 12-3-1985.

Ex. M9 : Letter dt. 1-1-1987.

Ex. M10 : A copy of the letter dt. 9-8-1989 addressed to Sri Deshapathi Transport.

Ex. M11 : A copy of the letter dt. 7-12-1993 addressed to the President, FCI & CSW Hamalies Labour Contract Coop Society Ltd.

Ex. M12 : The letter No. S & C 13 (52) 91-Cont. II dt. 5-12-1991.

नई दिल्ली, 8 दिसम्बर, 2005

का. आ. 4854.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 222/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-12-2005 को प्राप्त हुआ था।

[सं. एल-22013/1/2005/आई आर (सी-II)]

एन.पी. केशवन, डैस्क अधिकारी

New Delhi, the 8th December, 2005

S.O. 4854.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 222/2002) of the Central Government Industrial Tribunal / Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of F.C.I. and their workman, which was received by the Central Government on 8-12-2005.

[No. L-22013/1/2005/IR (C-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

PRESENT :

Shri T. Ramachandra Reddy, Presiding Officer

Dated the 23rd November, 2005

INDUSTRIAL DISPUTE L.C. NO. 222/2002

BETWEEN :

Budigam Rama Kotaiah, S/o Bhadraiah,
R/o Khammam Dist.Petitioner

AND

1. The Regional Manager,
FCI, HACA Bhavan, Hyderabad
2. The Depot Manager,
FCI, Khammam Dist.Respondents

APPEARANCES :

For the Petitioner : G. Ravi Mohan, Advocate

For the Respondent: B.G. Ravindra Reddy, Advocate.

AWARD

This is a claim petition filed under section 2A 2 of ID Act by the petitioner and the same was taken on file in view of the judgement of the Hon'ble High Court of Andhra Pradesh reported in WP.No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. The averments made in the claim statement are that the petitioner was employed by the second respondent Depot Manager, FCI, Khammam in the year 1986 as a Sweeper and initially an amount of Rs.4/- per day was paid as wages and subsequently enhanced to Rs.8/- and finally enhanced to Rs. 38/- per day during the year 1988. The second respondent is having godowns at Khammam, and employed the petitioner as casual labour directly for performing the duties of cleaning, sweeping and loading and unloading, which are perennial in nature. Subsequent to the employment of the petitioner, the second respondent has introduced a contractor to avoid relationship of the employee and employer between the petitioner and the respondent. No notice was issued to the petitioner or displayed on the notice board regarding the introduction of the contractor which is contrary to the provision of section 9 A of ID Act which requires notice regarding the change in service conditions of the employees.

3. It is further submitted that the petitioner along with the co-workers who are also continuously working from 1986 and similarly situated employees filed a W.P.5024/89 on the file of Hon'ble High Court seeking absorption of their services in the respondent corporation. The Hon'ble High Court was pleased to pass orders on 24-10-1991 directing the Government of India to constitute an Advisory Board and submit a report within four months thereafter to take a decision as to the abolition of contract labours. However, no action

was taken by the Government. But the petitioner is being continued in service without any break as a casual labour. The respondent was changing the contractors from time to time to show that the petitioner was not directly under their control. During the pendency of the dispute before the Government, the second respondent again indulged in unfair labour practice and presented the petitioner and other casual labours in attending the duties. The petitioner and other casual labours filed a W.P. 983/92 and obtained interim direction to continue the petitioners in service and also to regularize their services. As such, the first respondent continued the petitioners in service.

4. It is further submitted that the petitioner was terminated from service orally w.e.f. 23-3-1998. The petitioner made a representation for reinstatement. But no action was taken, as such, the petitioner filed a W.P. No. 8584/98 before the Hon'ble High Court. The petitioner also preferred an appeal No. 575/98 which was dismissed directing the petitioners and others to agitate the matter before this Tribunal. It is further submitted that the petitioner and others worked from 1986 to 1998 without break. But the respondents are continuing the junior most employees in their corporation and requested to set aside oral termination order and direct to reinstate into service with continuity of services with back wages and other attendant benefits.

5. The respondents filed the counter and denied the averments made in the petition and pleaded that the petition is not maintainable neither in law nor on the facts of the case and further submitted that the petitioner never worked as an employee in the respondent corporation and there is no relationship exists as the employer and employee. The respondent used to award handling and transport contract to the private contractors for handling and transporting of food grains on tender basis. The contractor used to bring his own labour for the purpose of undertaking the work and the amount was paid as per the schedule rate fixed under the contract depending upon the nature of work. It is the responsibility of the contract as to how many persons should be engaged and who should be engaged and the respondent has nothing to do with those matters. It is further submitted that the respondent never controlled or supervise the work done by the contract labours. The work in the respondent corporation was carried out by the contractors since 1986 to Nov. 1997. It is further submitted that the contract was given for two years after calling tenders by public tender enquiry. The respondent admitted the filing of W.P. by the petitioner and others and that the Hon'ble High Court did not grant relief to the petitioner and pleaded that there is no privity of contract exists between the respondent corporation and the petitioner at any time. It is denied that the respondent deducted EPF from the petitioner and

requested to pass an award dismissing the claim of the petitioner.

6. The petitioner filed affidavit in support of his claim and got marked the documents as Ex.W1 to W4. As against this, the respondent examined S. Sudhakar as MW1, Asst. Manager, FCI, Khammam and got marked the documents as Ex.M1 to M11.

7. The petitioner has sworn in the affidavit that the petitioner was appointed by the second respondent in the year 1988 at Khammam. But no appointment letter was issued. The petitioner continuously worked for a period of 12 years. The petitioner worked directly under the control of the second respondent and never worked under the control of contract. The petitioner and others filed a W.P. before the High Court for absorption in the respondent corporation and the High Court was pleased to direct the Government of India to constitute an Advisory Board and submit a report within four months. But no action was taken by the Government of India. However, the petitioner and other co-workers continued into the service without any break. It is further, submitted that the petitioner and others filed a W.P. 983/92 for absorption and the High Court was pleased to grant interim direction to continue all the WPs in service. As such, the petitioner and others continued in service. The petitioner was not paid any compensation even though continuously worked for 12 years.

8. MW1 has sworn in his affidavit that the petitioner had never worked in the respondent corporation either as a casual labour or in any other capacity and there is no relationship of employer and employee between the respondent and the petitioner. The respondent used to award handling and transport work to the contractors for the purpose of handling and transporting of food grains on tender basis and the lowest tenderer was being given the contract. The contractor used to bring his own labours for executing the work undertaken by him and the contractor has to pay the wages as per the schedule of rates fixed in the contract. The respondent did not control or supervise the work done by the contract labours. The Ex. M1 to M11 are the copies of the letters addressed to the contractors awarding the contract for the purpose of handling and transport work mentioned therein from 1985 to 1993. It is further submitted that the respondent corporation and the workers Union of FCI has entered into settlement and that in terms of the agreement, the respondent has introduced Direct Payment System under which the eligible contract labour were selected from the list furnished by the contractor depending upon the requirement and subject to the terms and conditions of the agreement.

9. It is claimed that the petitioner is the workman as casual labour under the second respondent appointed

directly by the respondent management and that the respondent has introduced a contractor to avoid the relationship of employee and employer between the petitioner and the respondent. The petitioner and others who are placed under similar situation filed a WP before the Hon'ble High Court alleging that their services were illegally discontinued by the respondent corporation and sought the relief for continuation of their services as a casual labour. The Writ Petition was dismissed at the admission stage. However, the petitioner and others were given liberty to avail such remedy as may be available to them in law. Aggrieved by the orders of the single Judge, the petitioner and others preferred an appeal before the Hon'ble High Court. The same was dismissed observing that the disputed facts involved in the case requires the finding by the Industrial Tribunal.

10. The issue that arises in the present petition is whether there had been a relationship of employee and employer by and between the petitioner and the respondent has introduced a fake contractor to avoid the relationship.

11. It is claimed by the petitioner that the worked for 12 years without any break with the respondent as a casual labour and the petitioner was appointed by the respondent. The petitioner admitted in cross examination that no appointment letter was given and there is no proof to show that the petitioner was appointed by the District Manager, Khammam. It is admitted in cross examination that the respondent used to give the amount to the contractor and the contractor, in turn, used to make payments to the petitioner and others and the respondent also used to change the contractors from time to time. The clerk employed by the contract society, used to make note of their attendance and allot work and pay the salaries. The petitioner though, claimed that Provident Fund and EPF contributions were deducted from their wages, but they did not file any proof to that affect such as receipts. There is no documentary evidence to show that the petitioner worked continuously under the first respondent for a long period as claimed. It should be noted that the petitioner and others filed a Writ Petition alleging that they are the casual labours of the respondent through a contractor. The petitioner has to prove that the petitioner has been appointed by the respondent, showing the petitioner as a contract labour and there is a relationship of employee and employer exists between the petitioner and the respondent. The respondent witness has stated that the respondent has used to award handling and transport works to the contractors for the purpose of handling and transporting of food grains on tender basis and the lowest tender was given the contract. The documents Ex.M1 to M11 shows that the respondent used to call for the tenders by the contractors and the contract was

given to the lowest tenderer and the contractor was used to enter into the agreements with the respondent. The terms and conditions of agreement shows that the payment should be made at the rates fixed in the contract to the contract labour and the security deposit has to be made and further the contractor has to provide facilities to the contract workers. It is the responsibility of the contractor to execute the work by engaging the labours for loading and unloading of food grains from the wagon and trucks. The Ex.M4, M5 and M7 shows that the FCI Hamalees Labour Contract society limited was formed and registered and the society used to take contract of handling and transportation of food grains by duly entering into an agreement. It appears that the said society is carrying the work of handling and transportation of food grains from 1993 to 1995. The petitioner admitted in the cross examination that he was the member of the society and the payment was made by the society. The documents filed by the petitioner Ex.M1 to M11 shows that the work of handling and transportation of food grains was given on contract from 1985 to 1990. The suggestion of the petitioner is that Ex.M1 to M12 were fabricated for the purpose of this case, does not appear to be true. There is no necessity for respondent to fabricate the agreements to show that the petitioners are the contract labours.

12. The petition could not place any record or evidence to show that they are the casual workers under the respondent corporation and the relationship of the workman and the management exists between the parties. It should be noted that in view of the section 10 of abolition of contract labour, it is for the appropriate Government to decide whether employment of contract labour should be prohibited or only regulated. In the event of prohibiting the contract labour, a committee has to be constituted giving representation to the labour as well as the management to identify the jobs of permanent and perennial in nature and advise the management to regularise the contract labour who are eligible for the jobs. It is not the case of the petitioner that they are the contract labours and entitled for the jobs which are perennial and permanent in nature.

13. Therefore, I hold that there is no relationship of employee and employer exists between the petitioner and respondent. As such, alleged termination of the employee by the respondent is not violative of the provisions of the ID Act. Therefore, an award is passed dismissing the petition.

Dictated to Shri P. Kanaka Raju, LDC transcribed by him, corrected by me and given under my hand and seal of this Court on this the 23rd day of November, 2005.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of Evidence

Witness examined for the
 Petitioner :- WW1 B. Rama Kotaiah : MW1 S.Sudhakar

Documents filed by the petitioner

- Ex. W1 : The list of the casual labourers issued by the Dist. Manager in 1995.
 Ex. W2 : The representation letter to the Distt. Manager dt. 17-7-2000 for reinstatement.
 Ex. W3 : The acknowledgement.
 Ex. W4 : The High Court order copy dt. 3-8-1999.

Documents filed by the respondent

- Ex. M1 : Letter dt. 10-5-1985 to FCI.
 Ex. M2 : Letter dt. 1-8-87 addressed to Sri Rama Transport.
 Ex. M3 : Letter dt. 29-8-89 addressed to Sri Deshapathi Transport.
 Ex. M4 : Letter dt. 7-12-1993 addressed to FCI.
 Ex. M5 : Letter dt. 22-4-1996 addressed to FCI Hamali Labour Contract Cooperative Society Ltd.
 Ex. M6 : A copy of the tender form and the terms and conditions of the H & T contract.
 Ex. M7 : The copy of the agreement between FCI and CSW Hamali contract Coop. Society Ltd. along with the terms and conditions.
 Ex. M8 : The copy of the letter dt. 12-3-1985.
 Ex. M9 : Letter dt. 1-1-1987.
 Ex. M10 : A copy of the letter dt. 9-8-1989 addressed to Sri Deshapathi Transport.
 Ex. M11 : A copy of the letter dt. 7-12-1993 addressed to the President, FCI & CSW Hamalies Labour Contract Coop. Society Ltd.
 Ex. M12 : The letter No. S & C 13 (52) 91-Cont. 11 dt. 5-12-1991.

नई दिल्ली, 8 दिसम्बर, 2005

का. आ. 4855.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 223/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-12-2005 को प्राप्त हुआ था।

[सं. एल-22013/1/2005-आई आर (सी-II)]

एन.पी. केशवन, डैस्क अधिकारी

New Delhi, the 8th December, 2005

S.O. 4855.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 223/2002) of the Central Government Industrial Tribunal/Labour Court Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of F.C.I. and their workman, which was received by the Central Government on 8-12-2005.

[No. L-22013/1/2005-IR (C-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
 INDUSTRIAL TRIBUNAL CUM LABOUR
 COURT AT HYDERABAD**

PRESENT : Shri T. Ramachandra Reddy,
 Presiding Officer

Dated the 23rd November, 2005

INDUSTRIAL DISPUTE L.C. NO. 223/2002

BETWEEN :

B. Satyanarayana, S/o Laxman Rao,
 R/o Khammam Distt.

....Petitioner

AND

1. The Regional Manager,
 FCI, HACA Bhavan, Hyderabad

2. The Depot. Manager,
 FCI, Khammam Distt.

....Respondents

APPEARANCES :

For the Petitioner : G. Ravi Mohan, Advocate

For the Respondent : B.G. Ravindra Reddy, Advocate.

AWARD

This is a claim petition filed under section 2A 2 of ID Act by the petitioner and the same was taken on file in view of the judgement of the Hon'ble High Court of Andhra Pradesh reported in WP.No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s Cotton Corporation of India and two others.

2. The averments made in the claim statement are that the petitioner was employed by the second respondent Depot Manager, FCI, Khammam in the year 1986 as a Sweeper and initially an amount of Rs. 4/- per day was paid as wages and subsequently enhanced to Rs.8/- and finally enhanced to Rs. 38/- per day during the year 1988. The second respondent is having godowns at Khammam, and employed the petitioner as casual labour directly for performing the duties of cleaning, sweeping

and loading and unloading, which are perennial in nature. Subsequent to the employment of the petitioner, the second respondent has introduced a contractor to avoid relationship of the employee and employer between the petitioner and the respondent. No notice was issued to the petitioner or displayed on the notice board regarding the introduction of the contractor which is contrary to the provision of Section 9A of ID Act which requires notice regarding the change in service conditions of the employees.

3. It is further submitted that the petitioner along with the co-workers who are also continuously working from 1986 and similarly situated employees filed a W.P. 5024/89 on the file of Hon'ble High Court seeking absorption of their services in the respondent Corporation. The Hon'ble High Court was pleased to pass orders on 24-10-1991 directing the Government of India to constitute an Advisory Board and submit a report within four months thereafter to take a decision as to the abolition of contracts labours. However, no action was taken by the Government. But the petitioner is being continued in service without any break as a casual labour. The respondent was changing the contractors from time to time to show that the petitioner was not directly under their control. During the pendency of the dispute before the Government, the second respondent again indulge in unfair labour practice and presented the petitioner and other casual labours in attending the duties. The petitioner and other casual labours filed a W.P. 983/92 and obtained interim direction to continue the petitioners in service and also to regularize their services. As such, the first respondent continued the petitioners in service.

4. It is further submitted that the petitioner was terminated from service orally w.e.f. 23-3-1998. The petitioner made a representation for reinstatement. But no action was taken, as such, the petitioner filed a W.P. No. 8584/98 before the Hon'ble High Court. The petitioner also preferred an appeal No. 575/98 which was dismissed directing the petitioner and others to agitate the matter before this Tribunal. It is further submitted that the petitioner and other worked from 1986 to 1998 without break. But the respondents are continuing the junior most employees in their Corporation and requested to set aside oral termination order and direct to reinstate into service with continuity of services with back wages and other attendant benefits.

5. The respondents filed the counter and denied the averments made in the petition and pleaded that the petition is not maintainable neither in law nor on the facts of the case and further submitted that the petitioner never worked as an employee in the respondent Corporation and there is no relationship exists as the employer and employee. The respondent used to award

handling and transport contract to the private contractors for handling and transporting of foodgrains on tender basis. The contractor used to bring his own labour for the purpose of undertaking the work and the amount was paid as per the schedule rate fixed under the contract depending upon the nature of work. It is the responsibility of the contract as to how many persons should be engaged and who should be engaged and the respondent has nothing to do with those matters. It is further submitted that the respondent never controlled or supervise the work done by the contract labours. The work in the respondent Corporation was carried out by the contractors since 1986 to November, 1997. It is further submitted that the contract was given for two years after calling tenders by public tender enquiry. The respondent admitted the filing of W.P. by the petitioner and others and that the Hon'ble High Court did not grant any relief to the petitioner and pleaded that there is no privity of contract exists between the respondent Corporation and the petitioner at any time. It is denied that the respondent deducted EPF from the petitioner and requested to pass an award dismissing the claim of the petitioner.

6. The petitioner filed affidavit in support of his claim and got marked the documents as Exts. W1 to W4. As against this, the respondent examined S. Sudhakar as MW1, Asstt. Manager, FCI, Khammam and got marked the documents as Exts. M1 to M11.

7. The petitioner has sworn in the affidavit that the petitioner was appointed by the second respondent in the year 1988 at Khammam. But no appointment letter was issued. The petitioner continuously worked for a period of 12 years. The petitioner worked directly under the control of the second respondent and never worked under the control of the contract. The petitioner and others filed a WP before the High Court for absorption in the respondent Corporation and the High Court was pleased to direct the Government of India to constitute an Advisory Board and submit a report within four months. But no action was taken by the Government of India. However, the petitioner and other co-workers continued into the service without any break. It is further, submitted that the petitioner and others filed a W.P. 983/92 for absorption and the High Court was pleased to grant interim direction to continue all the WPs in service. As such, the petitioner and the others continued in service. The petitioner was not paid any compensation even though continuously worked for 12 years.

8. MW1 has sworn in his affidavit that the petitioner had never worked in the respondent Corporation either as a casual labour or in any other capacity and there is no relationship of employer and employee between the respondent and the petitioner.

The respondent used to award handling and transport work to the contractors for the purpose of handling and transporting of foodgrains on tender basis and the lowest tenderer was being given the contract. The contractor used to bring his own labours for executing the work undertaken by him and the contractor has to pay the wages as per the schedule of rates fixed in the contract. The respondent did not control or supervise the work done by the contract labours. The Exts. M1 to M11 are the copies of the letters addressed to the contractors awarding the contract for the purpose of handling and transport work mentioned therein from 1985 to 1993. It is further submitted that the respondent Corporation and the workers Union of FCI has entered into settlement and that in terms of the agreement, the respondent has introduced Direct Payment System under which the eligible contract labour were selected from the list furnished by the contractor depending upon the requirement and subject to the terms and conditions of the agreement.

9. It is claimed that the petitioner is the workman as a casual labour under the second respondent appointed directly by the respondent management and that the respondent has introduced a contractor to avoid the relationship of employee and employer between the petitioner and the respondent. The petitioner and others who are placed under similar situation filed a WP before the Hon'ble High Court alleging that their services were illegally discontinued by the respondent Corporation and sought the relief for continuation of their services as a casual labour. The Writ Petition was dismissed at the admission stage. However, the petitioner and others were given liberty to avail such remedy as may be available to them in law. Aggrieved by the orders of the single Judge, the petitioner and others preferred an appeal before the Hon'ble High Court. The same was dismissed observing that the disputed facts involved in the case requires the finding by the Industrial Tribunal.

10. The issue that arises in the present petition is whether there had been a relationship of employee and employer by and between the petitioner and the respondent and the respondent has introduced a fake contractor to avoid the relationship.

11. It is claimed by the petitioner that he worked for 12 years without any break with the respondent as a casual labour and the petitioner was appointed by the respondent. The petitioner admitted in the cross examination that no appointment letter was given and there is no proof to show that the petitioner was appointed by the District Manager, Khammam. It is admitted in the cross examination that the respondent used to give the amount to the contractor and the contractor, in turn, used to make payments to the petitioner and others and the respondent also used to

change the contractors from time to time. The clerk employed by the contract society, used to make note of their attendance and allot work and pay the salaries. The petitioner though, claimed that Provident Fund and EPF contributions were deducted from their wages, but they did not file any proof to that affect such as receipts. There is no documentary evidence to show that the petitioner worked continuously under the first respondent for a long period as claimed. It should be noted that the petitioner and others filed a Writ Petition alleging that they are the casual labours of the respondent through a contractor. The petitioner has to prove that the petitioner has been appointed by the respondent, showing the petitioner as a contract labour and there is a relationship of employee and employer exists between the petitioner and the respondent. The respondent witness has stated that the respondent has used to award handling and transport works to the contractors for the purpose of handling and transporting of foodgrains on tender basis and lowest tender was given the contract. The documents Exts. M1 to M11 shows that the respondent used to call for the tenders by the contractors and the contract was given to the lowest tenderer and the contractor was used to enter into the agreements with the respondent. The terms and conditions of agreement shows that the payment should be made at the rates fixed in the contract to the contract labour and the security deposit has to be made and further the contractor has to provide facilities to the contract workers. It is the responsibility of the contractor to execute the work by engaging the labours for loading and unloading of foodgrains from the wagon and trucks. The Exts. M4, M5 and M7 shows that the FCI Hamalees Labour Contract Society Limited was formed and registered and the society used to take contract of handling and transportation of foodgrains by duly entering into an agreement. It appears that the said society is carrying the work of handling and transportation of foodgrains from 1993 to 1995. The petitioner admitted in the cross examination that he was the member of the society and the payment was made by the society. The documents filed by the petitioner Exts. M1 to M11 shows that the work of handling and transportation of foodgrains was given on contract from 1985 to 1990. The suggestion of the petitioner is that Exts. M1 to M12 were fabricated for the purpose of this case, does not appear to be true. There is no necessity for respondent to fabricate the agreements to show that the petitioners are the contract labours.

12. The petitioner could not place any record or evidence to show that they are the casual workers under the respondent Corporation and the relationship of the workman and the management exists between the parties. It should be noted that in view of the Section 10 of abolition of contract labour, it is for the appropriate Government to decide whether employment of contract

labour should be prohibited or only regulated. In the event of prohibiting the contract labour, a committee has to be constituted giving representation to the labour as well as the management to identify the jobs of permanent and perennial in nature and advise the management to regularise the contract labour who are eligible for the jobs. It is not the case of the petitioner that they are the contract labours and entitled for the jobs which are perennial and permanent in nature.

13. Therefore, I hold that there is no relationship of employee and employer exists between the petitioner and respondent. As such, alleged termination of the employee by the respondent is not violative of the provisions of the ID Act. Therefore, an award is passed dismissing the petition.

Dictated to Shri P. Kanaka Raju, LDC transcribed by him, corrected by me and given under my hand and seal of this Court on this the 23rd November, 2005.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witness examined for the Petitioner :- Witness examined for the respondent:-

WW1 :B. Satyanarayana MW1 : S. Sudhakar

Documents filed by the petitioner

Ex. W1 :The list of the casual labourers issued by the Dist. Manager in 1995.

Ex. W2 :The representation letter to the Dist. Manager dt. 17-7-2000 for reinstatement.

Ex. W3 :The acknowledgement.

Ex. W4 :The High Court order copy dt. 3-8-1999.

Documents filed by the respondent

Ex. M1 : Letter dt. 10-5-1985 to FCI.

Ex. M2 : Letter dt. 1-8-87 addressed to Sri Rama Transport.

Ex. M3 : Letter dt. 29-8-89 addressed to Sri Deshapathi Transport.

Ex. M4 : Letter dt. 7-12-1993 addressed to FCI.

Ex. M5 : Letter dt. 22-4-1996 addressed to FCI Hamali Labour Contract Cooperative Society Ltd.

Ex. M6 : A copy of the tender form and the terms and conditions of the H & T contract.

Ex. M7 : The copy of the agreement between FCI and FCI and CSW Hamali contract Coop. Society Ltd. alongwith the terms and conditions.

Ex. M8 : The copy of the letter dt. 12-3-1985.

Ex. M9 : Letter dt. 1-1-1987.

Ex. M10: A copy of the letter dt. 9-8-1989 addressed to Sri Deshapathi Transport.

Ex. M11: A copy of the letter dt. 7-12-1993 addressed to the President, FCI & CSW Hamalies Labour Contract Coop. Society Ltd.

Ex. M12: The letter No. S & C 13 (52) 91-Cont. II dt. 5-12-1991.

नई दिल्ली, 8 दिसम्बर, 2005

का. आ. 4856.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 224/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-12-2005 को प्राप्त हुआ था।

[सं. एल-22013/1/2005-आई आर (सी-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 8th December, 2005

S.O. 4856.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 224/2002) of the Central Government Industrial Tribunal / Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of F.C.I. and their workman, which was received by the Central Government on 8-12-2005.

[No. L-22013/1/2005-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT : Shri T. Ramachandra Reddy,
Presiding Officer

Dated the 23rd November, 2005

Industrial Dispute L.C. No. 224/2002

BETWEEN:

M. Nageshwar Rao, S/o Komaraiah,
R/o Khammam Dist.

....Petitioner

AND

1. The Reginal Manager,
FCI, HACA Bhavan, Hyderabad

2. The Depot Manager,
FCI, Khammam Distt. Respondents

APPEARANCES:

For the Petitioner : G. Ravi Mohan, Advocate

For the Respondent: B.G. Ravindra Reddy, Advocate.

AWARD

This is a claim petition filed under section 2A 2 of ID Act by the petitioner and the same was taken on file in view of the judgement of the Hon'ble High Court of Andhra Pradesh reported in WP.No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinappa and M/s. Cotton Corporation of India and two others.

2. The averments made in the claim statement are that the petitioner was employed by the second respondent Depot Manager, FCI, Khammam in the year 1986 as a Sweeper and initially an amount of Rs.4 per day was paid as wages and subsequently enhanced to Rs.8 and finally enhanced to Rs. 38 per day during the year 1988. The second respondent is having godowns at Khammam, and employed the petitioner as casual labour directly for performing the duties of cleaning, sweeping and loading and unloading, which are perennial in nature. Subsequent to the employment of the petitioner, the second respondent has introduced a contractor to avoid relationship of the employee and employer between the petitioner and the respondent. No notice was issued to the petitioner or displayed on the notice board regarding the introduction of the contractor which is contrary to the provision of Section 9 A of ID Act which requires notice regarding the change in service conditions of the employees.

3. It is further submitted that the petitioner along with the co-workers who are also continuously working from 1986 and similarly situated employees filed a WP.5024/89 on the file of Hon'ble High Court seeking absorption of their services in the respondent corporation. The Hon'ble High Court was pleased to pass orders on 24-10-1991 directing the Government of India to constitute an Advisory Board and submit a report within four months thereafter to take a decision as to the abolition of contracts labours. However, no action was taken by the Government. But the petitioner is being continued in service without any break as a casual labour. The respondent was changing the contractors from time to time to show that the petitioner was not directly under their control. During the pendency of the dispute before the Government, the second respondent again indulged in unfair labour practice and presented the petitioner and other casual labours in attending the duties. The petitioner and other casual labours filed a WP.983/92 and obtained interim direction to continue the petitioners in service and also to regularize their services.

As such, the first respondent continued the petitioners in service.

4. It is further submitted that the petitioner was terminated from service orally w.e.f. 23-3-1998. The petitioner made a representation for reinstatement. But no action was taken, as such, the petitioner filed a W.P.No.8584/98 before the Hon'ble High Court. The petitioner also preferred an appeal No.575/98 which was dismissed directing the petitioner and others to agitate the matter before this Tribunal. It is further submitted that the petitioner and others worked from 1986 to 1998 without break. But the respondents are continuing the junior most employees in their corporation and requested to set aside oral termination order and direct to reinstate into service with continuity of services with back wages and other attendant benefits.

5. The respondents filed the counter and denied the averments made in the petition and pleaded that the petition is not maintainable neither in law nor on the facts of the case and further submitted that the petitioner never worked as an employee in the respondent corporation and there is no relationship exists as the employer and employee. The respondent used to award handling and transport contract to the private contractors for handling and transporting of food grains on tender basis. The contractor used to bring his own labour for the purpose of undertaking the work and the amount was paid as per the schedule rate fixed under the contract depending upon the nature of work. It is the responsibility of the contract as to how many persons should be engaged and who should be engaged and the respondent has nothing to do with those matters. It is further submitted that the respondent never controlled or supervise the work done by the contract labours. The work in the respondent corporation was carried out by the contractors since 1986 to Nov. 1997. It is further submitted that the contract was given for two years after calling tenders by public tender enquiry. The respondent admitted the filing of W.P. by the petitioner and others and that the Hon'ble High Court did not grant any relief to the petitioner and pleaded that there is no privity of contract exists between the respondent corporation and the petitioner at any time. It is denied that the respondent deducted EPF from the petitioner and requested to pass an award dismissing the claim of the petitioner.

6. The petitioner filed affidavit in support of his claim and got marked the documents as Exhibits Ex.W1 to W4. As against this, the respondent examined S.Sudhakar as MWI, Asstt. Manager, FCI, Khammam and got marked the documents as Exhibits Ex.M1 to M11.

7. The petitioner has sworn in the affidavit that the petitioner was appointed by the second respondent in the year 1988 at Khammam. But no appointment letter

was issued. The petitioner continuously worked for a period of 12 years. The petitioner worked directly under the control of the second respondent and never worked under the control of contract. The petitioner and others filed a WP before the High Court for absorption in the respondent corporation and the High Court was pleased to direct the Government of India to constitute an Advisory Board and submit a report within four months. But no action was taken by the Government of India. However, the petitioner and other co-workers continued into the service without any break. It is further, submitted that the petitioner and others filed a WP.983/92 for absorption and the High Court was pleased to grant interim direction to continue all the WPs in service. As such, the petitioner and others continued in service. The petitioner was not paid any compensation even though continuously worked for 12 years.

8. MWI has sworn in his affidavit that the petitioner had never worked in the respondent corporation either as a casual labour or in any other capacity and there is no relationship of employer and employee between the respondent and the petitioner. The respondent used to award handling and transport work to the contractors for the purpose of handling and transporting of food grains on tender basis and the lowest tenderer was being given the contract. The contractor used to bring his own labours for executing the work undertaken by him and the contractor has to pay the wages as per the schedule of rates fixed in the contract. The respondent did not control or supervise the work done by the contract labours. The Ex.M1 to M11 are the copies of the letters addressed to the contractors awarding the contract for the purpose of handling and transport work mentioned therein from 1985 to 1993. It is further submitted that the respondent corporation and the workers Union of FCI has entered into settlement and that in terms of the agreement, the respondent has introduced Direct Payment System under which the eligible contract labour were selected from the list furnished by the contractor depending upon the requirement and subject to the terms and conditions of the agreement.

9. It is claimed that the petitioner is the workman as a casual labour under the second respondent appointed directly by the respondent management and that the respondent has introduced a contractor to avoid the relationship of employee and employer between the petitioner and the respondent. The petitioner and others who are placed under similar situation filed a WP before the Hon'ble High Court alleging that their services were illegally discontinued by the respondent corporation and sought the relief for continuation of their services as a casual labour. The Writ Petition was dismissed at the admission stage. However, the petitioner and others were given liberty to avail such remedy as may be

available to them in law. Aggrieved by the orders of the single Judge, the petitioner and others preferred an appeal before the Hon'ble High Court. The same was dismissed observing that the disputed facts involved in the case requires the finding by the Industrial Tribunal.

10. The issue that arises in the present petition is whether there had been a relationship of employee and employer by and between the petitioner and the respondent and the respondent has introduced a fake contractor to avoid the relationship.

11. It is claimed by the petitioner that he worked for 12 years without any break with the respondent as a casual labour and the petitioner was appointed by the respondent. The petitioner admitted in cross examination that no appointment letter was given and there is no proof to show that the petitioner was appointed by the District Manager, Khammam. It is admitted in the cross examination that the respondent used to give the amount to the contractor and the contractor, in turn, used to make payments to the petitioner and others and the respondent also used to change the contractors from time to time. The clerk employed by the contract society, used to make note of their attendance and allot work and pay the salaries. The petitioner though, claimed that Provident Fund and EPF contributions were deducted from their wages, but they did not file any proof to that affect such as receipts. There is no documentary evidence to show that the petitioner worked continuously under the first respondent for a long period as claimed. It should be noted that the petitioner and others filed a Writ Petition alleging that they are the casual labours of the respondent through a contractor. The petitioner has to prove that the petitioner has been appointed by the respondent, showing the petitioner as a contract labour and there is a relationship of employee and employer exists between the petitioner and the respondent. The respondent witness has stated that the respondent has used to award handling and transport works to the contractors for the purpose of handling and transporting of food grains on tender basis and the lowest tender was given the contract. The documents Ex.M1 to M11 shows that the respondent used to call for the tenders by the contractors and the contract was given to the lowest and tenderer and the contractor was used to enter into the agreements with the respondent. The terms and conditions of agreement shows that the payment should be made at the rates fixed in the contract to the contract labour and the security deposit has to be made and further the contractor has to provide facilities to the contract workers. It is the responsibility of the contractor to execute the work by engaging the labours for loading and unloading of food grains from the wagons and trucks. The Ex.M4, M5 and M7 shows that the FCI Hamalees Labour Contract society limited was formed and registered and the society used to take contract of

handling and transportation of food grains by duly entering into an agreement. It appears that the said society is carrying the work of handling and transportation of food grains from 1993 to 1995. The petitioner admitted in the cross examination that he was the member of the society and the payment was made by the society. The documents filed by the petitioner Ex.M1 to M11 shows that the work of handling and transportation of food grains was given on contract from 1985 to 1990. The suggestion of the petitioner is that Ex.M1 to M12 were fabricated for the purpose of this case, does not appear to be true. There is no necessity for respondent to fabricate the agreements to show that the petitioners are the contract labours.

12. The petitioner could not place any record or evidence to show that they are the casual workers under the respondent corporation and the relationship of workman and the management exists between the parties. It should be noted that in view of the section 10 of abolition of contract labour, it is for the appropriate Government to decide whether employment of contract labour should be prohibited or only regulated. In the event of prohibiting the contract labour, a committee has to be constituted giving representation to the labour as well as the management to identify the jobs of permanent and perennial in nature and advise the management to regularise the contract labour who are eligible for the jobs. It is not the case of the petitioner that they are the contract labours and entitled for the jobs which are perennial and permanent in nature.

13. Therefore, I hold that there is no relationship of employee and employer exists between the petitioner and respondent. As such, alleged termination of the employee by the respondent is not violative of the provisions of the ID Act. Therefore, an award is passed dismissing the petition.

Dictated to Shri P. Kanaka Raju, LDC transcribed by him, corrected by me and given under my hand and seal of this Court on this the 23rd day of November, 2005.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witness examined for the Petitioner :-	Witness examined for the respondent
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WW1 : M. Nagshwar Rao	MW1 : S. Sudhakar
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Documents filed by the petitioner

Ex.W1 : The list of the casual labourers issued by the Dist Manager in 1995.

Ex.W2 : The representation letter to the Dist. Manager dt. 17-7-2000 for reinstatement.

Ex.W3 : The acknowledgement.

Ex.W4 : The High Court order copy dt. 3-8-1999.

Documents filed by the respondent

Ex.M1 : Letter dt. 10-5-1985 to FCI.

Ex.M2 : Letter dt. 1-8-87 addressed to Sri Rama Transport.

Ex.M3 : Letter dt. 29-8-89 addressed to Sri Deshapathi Transport.

Ex.M4 : Letter dt. 7-12-1993 addressed to FCI.

Ex.M5 : Letter dt. 22-4-1996 addressed to FCI Hamali Labour Contract Cooperative Society Ltd.

Ex.M6 : A copy of the tender form and the terms and conditions of the H & T contract.

Ex.M7 : The copy of the agreement between FCI and FCI and CSW Hamali contract co-op. Society Ltd. along with the terms and conditions.

Ex.M8 : The copy of the letter dt. 12-3-1985.

Ex.M9 : Letter dt. 1-1-1987.

Ex.M10 : A copy of the letter dt. 9-8-1989 addressed to Sri Deshapathi Transport.

Ex.M11 : A copy of the letter dt. 7-12-1993 addressed to the President, FCI & CSW Hamalies Labour Contract Co-op Society Ltd.

Ex.M12 : The letter No. S & C 13 (52) 91-Cont. II dt. 5-12-1991.

नई दिल्ली, 8 दिसम्बर, 2005

का. आ. 4857.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 225/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-12-2005 को प्राप्त हुआ था।

[सं. एल-22013/1/2005-आई आर (सी-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 8th December, 2005

S.O. 4857.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 225/2002) of the Central Government Industrial Tribunal / Labour Court Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of F.C.I. and their workman, which was received by the Central Government on 8-12-2005.

[No. L-22013/1/2005-IR (C-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT AT HYDERABAD**

Present : Shri T. Ramachandra Reddy
Presiding Officer

Dated the 23rd November, 2005

INDUSTRIAL DISPUTE L.C. NO. 225/2002

BETWEEN :

M. Venkateswarlu, S/o Gopaiah,
R/o Khammam Dist.

....Petitioner

AND

1. The Regional Manager,
FCI, HACA Bhavan, Hyderabad

2. The Depot Manager,
FCI, Khammam Dist.

....Respondents

APPEARANCES :

For the Petitioner : G. Ravi Mohan, Advocate

For the Respondent : B.G. Ravindra Reddy, Advocate.

AWARD

This is a claim petition filed under section 2A 2 of ID Act by the petitioner and the same was taken on file in view of the judgement of the Hon'ble High Court of Andhra Pradesh reported in WP.No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. The averments made in the claim statement are that the petitioner was employed by the second respondent Depot Manager, FCI, Khammam in the year 1986 as a Sweeper and initially an amount of Rs.4/- per day was paid as wages and subsequently enhanced to Rs.8/- and finally enhanced to Rs. 38/- per day during the year 1988. The second respondent is having godowns at Khammam, and employed the petitioner as casual labour directly for performing the duties of cleaning, sweeping and loading and unloading, which are perennial in nature. Subsequent to the employment of the petitioner, the second respondent has introduced a contractor to avoid relationship of the employee and employer between the petitioner and the respondent. No notice was issued to the petitioner or displayed on the notice board regarding the introduction of the contractor which is contrary to the provision of section 9 A of ID Act which requires notice regarding the change in service conditions of the employees.

3. It is further submitted that the petitioner along with the co-workers who are also continuously working from 1986 and similarly situated employees filed a

WP.5024/89 on the file of Hon'ble High Court seeking absorption of their services in the respondent corporation. The Hon'ble High Court was pleased to pass orders on 24-10-1991 directing the Government of India to constitute an Advisory Board and submit a report within four months thereafter to take a decision as to the abolition of contract labours. However, no action was taken by the Government. But the petitioner is being continued in service without any break as a casual labour. The respondent was changing the contractors from time to time to show that the petitioner was not directly under their control. During the pendency of the dispute before the Government, the second respondent again indulged in unfair labour practice and presented the petitioner and other casual labours in attending the duties. The petitioner and other casual labours filed a WP.983/92 and obtained interim direction to continue the petitioners in service and also to regularize their services. As such, the first respondent continued the petitioners in service.

4. It is further submitted that the petitioner was terminated from service orally w.e.f. 23-3-1998. The petitioner made a representation for reinstatement. But no action was taken, as such, the petitioner filed a W.P.No.8584/98 before the Hon'ble High Court. The petitioner also preferred an appeal No.575/98 which was dismissed directing the petitioner and others to agitate the matter before this Tribunal. It is further submitted that the petitioner and others worked from 1986 to 1998 without break. But the respondents are continuing the junior most employees in their corporation and requested to set aside oral termination order and direct to reinstate into service with continuity of services with back wages and other attendant benefits.

5. The respondents filed the counter and denied the averments made in the petition and pleaded that the petition is not maintainable neither in law nor on the facts of the case and further submitted that the petitioner never worked as an employee in the respondent corporation and there is no relationship exists as the employer and employee. The respondent used to award handling and transport contract to the private contractors for handling and transporting of food grains on tender basis. The contractor used to bring his own labour for the purpose of undertaking the work and the amount was paid as per the schedule rate fixed under the contract depending upon the nature of work. It is the responsibility of the contract as to how many persons should be engaged and who should be engaged and the respondent has nothing to do with those matters. It is further submitted that the respondent never controlled or supervise the work done by the contract labours. The work in the respondent corporation was carried out by the contractors since 1986 to Nov. 1997. It is further submitted that the contract was given for two years after

calling tenders by public tender enquiry. The respondent admitted the filing of W.P. by the petitioner and others and that the Hon'ble High Court did not grant any relief to the petitioner and pleaded that there is no privity of contract exists between the respondent corporation and the petitioner at any time. It is denied that the respondent deducted EPF from the petitioner and requested to pass an award dismissing the claim of the petitioner.

6. The petitioner filed affidavit in support of his claim and got marked the documents as Exhibits Ex.W1 to W4. As against this, the respondent examined S.Sudhakar as MW1, Asst. Manager, FCI, Khammam and got marked the documents as Exhibits Ex.M1 to M11.

7. The petitioner has sworn in the affidavit that the petitioner was appointed by the second respondent in the year 1988 at Khammam. But no appointment letter was issued. The petitioner continuously worked for a period of 12 years. The petitioner worked directly under the control of the second respondent and never worked under the control of the contract. The petitioner and others filed a WP before the High Court for absorption in the respondent corporation and the High Court was pleased to direct the Government of India to constitute an Advisory Board and submit a report within four months. But no action was taken by the Government of India. However, the petitioner and other co-workers continued into the service without any break. It is further, submitted that the petitioner and others filed a WP 983/92 for absorption and the High Court was pleased to grant interim direction to continue all the WPs in service. As such, the petitioner and others continued in service. The petitioner was not paid any compensation even though continuously worked for 12 years.

8. MW1 has sworn in his affidavit that the petitioner had never worked in the respondent corporation either as a casual labour or in any other capacity and there is no relationship of employer and employee between the respondent and the petitioner. The respondent used to award handling and transport work to the contractors for the purpose of handling and transporting of food grains or tender basis and the lowest tenderer was being given the contract. The contractor used to bring his own labours for executing the work undertaken by him and the contractor has to pay the wages as per the schedule of rates fixed in the contract. The respondent did not control or supervise the work done by the contract labours. The Ex.M1 to M11 are the copies of the letters addressed to the contractors awarding the contract for the purpose of handling and transport work mentioned therein from 1985 to 1993. It is further submitted that the respondent corporation and the workers Union of FCI has entered into settlement and that in terms of the agreement, the

respondent has introduced Direct Payment System under which the eligible contract labour were selected from the list furnished by the contractor depending upon the requirement and subject to the terms and conditions of the agreement.

9. It is claimed that the petitioner is the workman as casual labour under the second respondent appointed directly by the respondent management and that the respondent has introduced a contractor to avoid the relationship of employee and employer between the petitioner and the respondent. The petitioner and others who are placed under similar situation filed a WP before the Hon'ble High Court alleging that their services were illegally discontinued by the respondent corporation and sought the relief for continuation of their services as a casual labour. The Writ Petition was dismissed at the admission stage. However, the petitioner and others were given liberty to avail such remedy as may be available to them in law. Aggrieved by the orders of the single Judge, the petitioner and others preferred an appeal before the Hon'ble High Court. The same was dismissed observing that the disputed facts involved in the case requires the finding by the Industrial Tribunal.

10. The issue that rises in the present petition is whether there had been a relationship of employee and employer by and between the petitioner and the respondent and the respondent has introduced a fake contractor to avoid the relationship.

11. It is claimed by the petitioner that the worked for 12 years without any break with the respondent as a casual labour and the petitioner was appointed by the respondent. The petitioner admitted in cross examination that no appointment letter was given and there is no proof to show that the petitioner was appointed by the District Manager, Khammam. It is admitted in cross examination that the respondent used to give the amount to the contractor and the contractor, in turn, used to make payments to the petitioner and others and the respondent also used to change the contractors from time to time. The clerk employed by the contract society, used to make note of their attendance and allot work and pay the salaries. The petitioner though, claimed that Provident Fund and EPF contributions were deducted from their wages, but they did not file any proof to that affect such as receipts. There is no documentary evidence to show that the petitioner worked continuously under the first respondent for a long period as claimed. It should be noted that the petitioner and others filed a Writ Petition alleging that they are the casual labours of the respondent through a contractor. The petitioner has to prove that the petitioner has been appointed by the respondent, showing the petitioner as a contract labour and there is a relationship of employee and employer exists between the petitioner and the

respondent. The respondent witness has stated that the respondent has used to award handling and transport works to the contractors for the purpose of handling and transporting of food grains on tender basis and the lowest tender was given the contract. The documents Ex.M1 to M11 shows that the respondent used to call for the tenders by the contractors and the contract was given to the lowest tenderer and the contractor was used to enter into the agreements with the respondent. The terms and conditions of agreement shows that the payment should be made at the rates fixed in the contract to the contract labour and the security deposit has to be made and further the contractor has to provide facilities to the contract workers. It is the responsibility of the contractor to execute the work by engaging the labours for loading and unloading of food grains from the wagons and trucks. The Ex.M4, M5 and M7 shows that the FCI Hamalees Labour Contract society limited was formed and registered and the society used to take contract of handling and transportation of food grains by duly entering into an agreement. It appears that the said society is carrying the work of handling and transportation of food grains from 1993 to 1995. The petitioner admitted in the cross examination that he was the member of the society and the payment was made by the society. The documents filed by the petitioner Ex.M1 to M11 shows that the work of handling and transportation of food grains was given on contract from 1985 to 1990. The suggestion of the petitioner is that Ex.M1 to M12 were fabricated for the purpose of this case, does not appear to be true. There is no necessity for respondent to fabricate the agreements to show that the petitioners are the contract labours.

12. The petition could not place any record or evidence to show that they are the casual workers under the respondent corporation and the relationship of workman and the management exists between the parties. It should be noted that in view of the Section 10 of abolition of contract labour, it is for the appropriate Government to decide whether employment of contract labour should be prohibited or only regulated. In the event of prohibiting the contract labour, a committee has to be constituted giving representation to the labour as well as the management to identify the jobs of permanent and perennial in nature and advise the management to regularise the contract labour who are eligible for the jobs. It is not the case of the petitioner that they are the contract labours and entitled for the jobs which are perennial and permanent in nature.

13. Therefore, I hold that there is no relationship of employee and employer exists between the petitioner and respondent. As such, alleged termination of the employee by the respondent is not violative of the provisions of the ID Act. Therefore, an award is passed dismissing the petition.

Dictated to Shri P. Kanaka Raju, LDC transcribed by him, corrected by me and given under my hand and seal of this Court on this the 23rd day of November, 2005.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witness examined for the Petitioner :-	Witness examined for the respondent
WW1 : M. Venkateswarlu	MW1 : S. Sudhakar

Documents filed by the petitioner

- Ex.W1 : The list of the casual labourers issued by the Dist. Manager in 1995.
- Ex.W2 : The representation letter to the Dist. Manager dt. 17-7-2000 for reinstatement.
- Ex.W3 : The acknowledgement.
- Ex.W4 : The High Court order copy dt. 3-8-1999.

Documents filed by the respondent

- Ex.M1 : Letter dt. 10-5-1985 to FCI.
- Ex.M2 : Letter dt. 1-8-87 addressed to Sri Rama Transport.
- Ex.M3 : Letter dt. 29-8-89 addressed to Sri Deshapathi Transport.
- Ex.M4 : Letter dt. 7-12-1993 addressed to FCI.
- Ex.M5 : Letter dt. 22-4-1996 addressed to FCI Hamali Labour Contract Cooperative Society Ltd.
- Ex.M6 : A copy of the tender form and the terms and conditions of the H&T contract.
- Ex.M7 : The copy of the agreement between FCI and CSW Hamali Contract Coop. Society Ltd. along with the terms and conditions.
- Ex.M8 : The copy of the letter dt. 12-3-1985.
- Ex.M9 : Letter dt. 1-1-1987.
- Ex.M10 : A copy of the letter dt. 9-8-1989 addressed to Sri Deshapathi Transport.
- Ex.M11 : A copy of the letter dt. 7-12-1993 addressed to the President, FCI & CSW Hamalies Labour Contract Coop. Society Ltd.
- Ex.M12 : The letter No. S&C 13 (52) 91-Cont. II dt. 5-12-1991.

नई दिल्ली, 8 दिसम्बर, 2005

का. आ. 4858.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 226/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-12-2005 को प्राप्त हुआ था।

[सं. एल-22013/1/2005-आई आर (सी-11)]

एन.पी. केशवन, डैस्क अधिकारी

New Delhi, the 8th December, 2005

S.O. 4858.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 226/2002) of the Central Government Industrial Tribunal/Labour Court Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of F.C.I. and their workman, which was received by the Central Government on 8-12-2005.

[No. L-22013/1/2005-IR (C-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT : Shri T. Ramachandra Reddy,

Presiding Officer

Dated the 23rd November, 2005

INDUSTRIAL DISPUTE L.C. NO. 226/2002

BETWEEN :

K. Vasantha, D/o Narsaiah,
R/o Khammam Dist.

....Petitioner

AND

1. The Regional Manager,
FCI, HACA Bhavan, Hyderabad

2. The Depot Manager,
FCI, Khammam Dist.

....Respondents

APPEARANCES :

For the Petitioner : G. Ravi Mohan, Advocate

For the Respondent : B.G. Ravindra Reddy, Advocate.

AWARD

This is a claim petition filed under Section 2A(2) of ID Act by the petitioner and the same was taken on file

in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in WP.No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinappa and M/s Cotton Corporation of India and two others.

2. The averments made in the claim statement are that the petitioner was employed by the second respondent Depot Manager, FCI, Khammam in the year 1986 as a Sweeper and initially an amount of Rs.4/- per day was paid as wages and subsequently enhanced to Rs.8/- and finally enhanced to Rs. 38/- per day during the year 1988. The second respondent is having godowns at Khammam, and employed the petitioner as casual labour directly for performing the duties of cleaning, sweeping and loading and unloading, which are perennial in nature. Subsequent to the employment of the petitioner, the second respondent has introduced a contractor to avoid relationship of the employee and employer between the petitioner and the respondent. No notice was issued to the petitioner or displayed on the notice board regarding the introduction of the contractor which is contrary to the provision of Section 9A of ID Act which requires notice regarding the charge in service conditions of the employees.

3. It is further submitted that the petitioner along with the co-workers who are also continuously working from 1986 and similarly situated employees filed a WP.No.5024/89 on the file of Hon'ble High Court seeking absorption of their services in the respondent corporation. The Hon'ble High Court was pleased to pass orders on 24-10-1991 directing the Government of India to constitute an Advisory Board and submit a report within four months thereafter to take a decision as to the abolition of contract of labours. However, no action was taken by the Government. But the petitioner is being continued in service without any break as a casual labour. The respondent was changing the contractors from time to time to show that the petitioner was not directly under their control. During the pendency of the dispute before the Government, the second respondent again indulge in unfair labour practice and presented the petitioner and other casual labours in attending the duties. The petitioner and other casual labours filed a WP.No.983/92 and obtained interim direction to continue the petitioners in service and also to regularize their services. As such, the first respondent continued the petitioners in service.

4. It is further submitted that the petitioner was terminated from service orally w.e.f. 23-3-1998. The petitioner made a representation or reinstatement. But no action was taken, as such, the petitioner filed a W.P.No.8584/98 before the Hon'ble High Court. The petitioner also preferred an appeal No.575/98 which was dismissed directing the petitioner and others to agitate the matter before this Tribunal. It is further submitted

that the petitioner and others worked from 1986 to 1998 without break. But the respondents are continuing the junior most employees in their corporation and requested to set aside oral termination order and direct to reinstate into service with continuity of services with back wages and other attendant benefits.

5. The respondents filed the counter and denied the averments made in the petition and pleaded that the petition is not maintainable neither in law nor on the facts of the case and further submitted that the petitioner never worked as an employee in the respondent corporation and there is no relationship exists as the employer and employee. The respondent used to award handling and transport contract to the private contractors for handling and transporting of foodgrains on tender basis. The contractor used to bring his own labour for the purpose of undertaking the work and the amount was paid as per the schedule rate fixed under the contract depending upon the nature of work. It is the responsibility of the contract as to how many persons should be engaged and who should be engaged and the respondent has nothing to do with those matters. It is further submitted that the respondent never controlled or supervise the work done by the contract labours. The work in the respondent corporation was carried out by the contractors since 1986 to Nov. 1997. It is further submitted that the contract was given for two years after calling tenders by public tender enquiry. The respondent admitted the filing of W.P. by the petitioner and others and that the Hon'ble High Court did not grant any relief to the petitioner and pleaded that there is no privity of contract exists between the respondent corporation and the petitioner at any time. It is denied that the respondent deducted EPF from the petitioner and requested to pass an award dismissing the claim of the petitioner.

6. The petitioner filed affidavit in support of his claim and got marked the documents as Exhibits Ex.W1 to W4. As against this, the respondent examined S. Sudhakar as MW1, Asstt. Manager, FCI, Khammam and got marked the documents as Exhibits Ex.M1 to M11.

7. The petitioner has sworn in the affidavit that the petitioner was appointed by the second respondent in the year 1988 at Khammam. But no appointment letter was issued. The petitioner continuously worked for a period of 12 years. The petitioner worked directly under the control of the second respondent and never worked under the control of the contract. The petitioner and others filed a WP before the High Court for absorption in the respondent corporation and the High Court was pleased to direct the Government of India to constitute an Advisory Board and submit a report within four months. But no action was taken by the Government of India. However, the petitioner and other co-workers

continued into the service without any break. It is further, submitted that the petitioner and others filed a WP.983/92 for absorption and the High Court was pleased to grant interim direction to continue all the WPs in service. As such, the petitioner and the others continued in service. The petitioner was not paid any compensation even though continuously worked for 12 years.

8. MW1 has sworn in his affidavit that the petitioner had never worked in the respondent corporation either as a casual labour or in any other capacity and there is no relationship of employer and employee between the respondent and the petitioner. The respondent used to award handling and transport work to the contractors for the purpose of handling and transporting of foodgrains on tender basis and the lowest tenderer was being given the contract. The contractor used to bring his own labours for executing the work undertaken by him and the contractor has to pay the wages as per the schedule of rates fixed in the contract. The respondent did not control or supervise the work done by the contract labours. The Ex.M1 to M11 are the copies of the letters addressed to the contractors awarding the contract for the purpose of handling and transport work mentioned therein from 1985 to 1993. It is further submitted that the respondent corporation and the workers Union of FCI has entered into settlement and that in terms of the agreement, the respondent has introduced Direct Payment System under which the eligible contract labours were selected from the list furnished by the contractor depending upon the requirement and subject to the terms and conditions of the agreement.

9. It is claimed that the petitioner is the workman as a casual labour under the second respondent appointed directly by the respondent management and that the respondent has introduced a contractor to avoid the relationship of employee and employer between the petitioner and the respondent. The petitioner and others who are placed under similar situation filed a WP before the Hon'ble High Court alleging that their services were illegally discontinued by the respondent corporation and sought the relief for continuation of their services as a casual labour. The Writ Petition was dismissed at the admission stage. However, the petitioner and others were given liberty to avail such remedy as may be available to them in law. Aggrieved by the orders of the single Judge, the petitioner and others preferred an appeal before the Hon'ble High Court. The same was dismissed observing that the disputed facts involved in the case requires the finding by the Industrial Tribunal.

10. The issue that rises in the present petition is whether there had been a relationship of employee and employer by and between the petitioner and the

respondent and the respondent has introduced a fake contractor to avoid the relationship.

11. It is claimed by the petitioner that she worked for 12 years without any break with the respondent as a casual labour and the petitioner was appointed by the respondent. The petitioner admitted in the cross-examination that no appointment letter was given and there is no proof to show that the petitioner was appointed by the District Manager, Khammam. It is admitted in the cross-examination that the respondent used to give the amount to the contractor and the contractor, in turn, used to make payments to the petitioner and others and the respondent also used to change the contractors from time to time. The clerk employed by the contract society, used to make note of their attendance and allot work and pay the salaries. The petitioner though, claimed that Provident Fund and EPF contributions were deducted from their wages, but they did not file any proof to that affect such as receipts. There is no documentary evidence to show that the petitioner worked continuously under the first respondent for a long period as claimed. It should be noted that the petitioner and others filed a Writ Petition alleging that they are the casual labours of the respondent through a contractor. The petitioner has to prove that the petitioner has been appointed by the respondent, showing the petitioner as a contract labour and there is a relationship of employee and employer exists between the petitioner and the respondent. The respondent witness has stated that the respondent has used to award handling and transport works to the contractors for the purpose of handling and transporting of food grains on tender basis and the lowest tender was given the contract. The documents Ex.M1 to M11 shows that the respondent used to call for the tenders by the contractors and the contract was given to the lowest tenderer and the contractor was used to enter into the agreements with the respondent. The terms and conditions of agreement shows that the payment should be made at the rates fixed in the contract to the contract labour and the security deposit has to be made and further the contractor has to provide facilities to the contract workers. It is the responsibility of the contractor to execute the work by engaging the labours for loading and unloading of food grains from the wagon and trucks. The Ex.M4, M5 and M7 shows that the FCI Hamalees Labour Contract Society Limited was formed and registered and the society used to take contract of handling and transportation of food grains by duly entering into an agreement. It appears that the said society is carrying the work of handling and transportation of food grains from 1993 to 1995. The petitioner admitted in the cross-examination that she was the member of the society and the payment was made by the society. The documents filed by the petitioner Ex.M1

to M11 shows that the work of handling and transportation of food grains was given on contract from 1985 to 1990. The suggestion of the petitioner is that Ex.M1 to M12 were fabricated for the purpose of this case, does not appear to be true. There is no necessity for respondent to fabricate the agreements to show that the petitioners are the contract labours.

12. The petition could not place any record or evidence to show that they are the casual workers under the respondent corporation and the relationship of workman and the management exists between the parties. It should be noted that in view of the Section 10 of abolition of contract labour, it is for the appropriate Government to decide whether employment of contract labour should be prohibited or only regulated. In the event of prohibiting the contract labour, a committee has to be constituted giving representation to the labour as well as the management to identify the jobs of permanent and perennial in nature and advise the management to regularise the contract labour who are eligible for the jobs. It is not the case of the petitioner that they are the contract labours and entitled for the jobs which are perennial and permanent in nature.

13. Therefore, I hold that there is no relationship of employee and employer exists between the petitioner and respondent. As such, alleged termination of the employee by the respondent is not violative of the provisions of the ID Act. Therefore, an award is passed dismissing the petition.

Dictated to Shri P. Kanaka Raju, LDC transcribed by him, corrected by me and given under my hand and seal of this Court on this the 23rd day of November, 2005.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witness examined for the Petitioner :	Witness examined for the respondent:
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WW1 : K. Vasantha	MW1 : S. Sudhakar
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Documents filed by the petitioner

Ex. W1 : The list of the casual labourers issued by the Distt. Manager in 1995.

Ex. W2 : The representation letter to the Distt. Manager dtd. 17-7-2000 for reinstatement.

Ex.W3 : The acknowledgement.

Ex.W4 : The High Court Order copy dtd. 3-8-1999.

Documents filed by the respondent

Ex.M1 : Letter dtd. 10-5-1985 to FCI.

Ex.M2 : Letter dtd. 1-8-87 addressed to Sri Rama Transport.

- Ex. M3 : Letter dt. 29-8-89 addressed to Sri Deshapathi Transport.
- Ex. M4 : Letter dt. 7-12-1993 addressed to FCI.
- Ex. M5 : Letter dt. 22-4-1996 addressed to FCI Hamali Labour Contract Cooperative Society Ltd.
- Ex. M6 : A copy of the tender form and the terms and conditions of the H & T Contract.
- Ex. M7 : The copy of the agreement between FCI and CSW Hamali Contract Coop. Society Ltd. along with the terms and conditions.
- Ex. M8 : The copy of the letter dt. 12-3-1985.
- Ex. M9 : Letter dt. 1-1-1987.
- Ex. M10 : A copy of the letter dt. 9-8-1989 addressed to Sri Deshapathi Transport.
- Ex. M11 : A copy of the letter dt. 7-12-1993 addressed to the President, FCI & CSW Hamalies Labour Contract Coop. Society Ltd.
- Ex. M12 : The letter No. S & C 13 (52) 91-Cont. II dt. 5-12-1991.

नई दिल्ली, 8 दिसम्बर, 2005

का. आ. 4859.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 227/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-12-2005 को प्राप्त हुआ था।

[सं. एल-22013/1/2005-आई आर (सी-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 8th December, 2005

S.O. 4859.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 227/2002) of the Central Government Industrial Tribunal / Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of F.C.I. and their workman, which was received by the Central Government on 8-12-2005.

[No. L-22013/1/2005-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT : Shri T. Ramachandra Reddy,
Presiding Officer

Dated, the 23rd November, 2005

Industrial Dispute L.C. No. 227/2002

BETWEEN :

D. Thirupathamma, W/o Joseph,
R/o Khammam Dist.

....Petitioner

AND

1. The Regional Manager,
FCI, HACA Bhavan, Hyderabad
2. The Depot Manager,
FCI, Khammam Dist.

....Respondents

APPEARANCES :

For the Petitioner : G. Ravi Mohan, Advocate

For the Respondent : B.G. Ravindra Reddy, Advocate.

AWARD

This is a claim petition filed under Section 2A 2 of ID Act by the petitioner and the same was taken on file in view of the judgement of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinappa and M/s. Cotton Corporation of India and two others.

2. The averments made in the claim statement are that the petitioner was employed by the second respondent Depot Manager, FCI, Khammam in the year 1986 as a Sweeper and initially an amount of Rs.4 per day was paid as wages and subsequently enhanced to Rs. 8 and finally enhanced to Rs. 38 per day during the year 1988. The second respondent is having godowns at Khammam, and employed the petitioner as casual labour directly for performing the duties of cleaning, sweeping and loading and unloading, which are perennial in nature. Subsequent to the employment of the petitioner, the second respondent has introduced a contractor to avoid relationship of the employee and employer between the petitioner and the respondent. No notice was issued to the petitioner or displayed on the notice board regarding the introduction of the contractor which is contrary to the provision of Section 9 A of ID Act which requires notice regarding the charge in service conditions of the employees.

3. It is further submitted that the petitioner along with the co-workers who are also continuously working from 1986 and similarly situated employees filed a W.P. 5024/89 on the file of Hon'ble High Court seeking absorption of their services in the respondent Corporation. The Hon'ble High Court was pleased to pass orders on 24-10-1991 directing the Government of India to constitute an Advisory Board and submit a report within four months thereafter to take a decision as to the abolition of contract labours. However, no action was taken by the Government. But the petitioner is being continued in service without any break as a casual

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labour. The respondent was changing the contractors from time to time to show that the petitioner was not directly under their control. During the pendency of the dispute before the Government, the second respondent again indulged in unfair labour practice and presented the petitioner and other casual labours in attending the duties. The petitioner and other casual labours filed a W.P. 983/92 and obtained interim direction to continue the petitioners in service and also to regularize their services. As such, the first respondent continued the petitioners in service.

4. It is further submitted that the petitioner was terminated from service orally w.e.f. 23-3-1998. The petitioner made a representation for reinstatement. But no action was taken, as such, the petitioner filed a W.P. No.8584/98 before the Hon'ble High Court. The petitioner also preferred an appeal No. 575/98 which was dismissed directing the petitioners and others to agitate the matter before this Tribunal. It is further submitted that the petitioner and others worked from 1986 to 1998 without break. But the respondents are continuing the junior most employees in their Corporation and requested to set aside oral termination order and direct to reinstate into service with continuity of services with back wages and other attendant benefits.

5. The respondents filed the counter and denied the averments made in the petition and pleaded that the petition is not maintainable neither in law nor on the facts of the case and further submitted that the petitioner never worked as an employee in the respondent Corporation and there is no relationship exists as the employer and employee. The respondent used to award handling and transport contract to the private contractors for handling and transporting of foodgrains on tender basis. The contractor used to bring his own labour for the purpose of undertaking the work and the amount was paid as per the schedule rate fixed under the contract depending upon the nature of work. It is the responsibility of the contract as to how many persons should be engaged and who should be engaged and the respondent has nothing to do with those matters. It is further submitted that the respondent never controlled or supervise the work done by the contract labours. The work in the respondent Corporation was carried out by the contractors since 1986 to Nov. 1997. It is further submitted that the contract was given for two years after calling tenders by public tender enquiry. The respondent admitted the filing of W.P. by the petitioner and others and that the Hon'ble High Court did not grant relief to the petitioner and pleaded that there is no privity of contract exists between the respondent Corporation and the petitioner at any time. It is denied that the respondent deducted EPF from the petitioner and requested to pass an award dismissing the claim of the petitioner.

6. The petitioner filed affidavit in support of his claim and got marked the documents as Exhibits Ex.W1 to W4. As against this, the respondent examined S. Sudhakar as MW1, Asst. Manager, FCI, Khammam and got marked the documents as Exhibits Ex. M1 to M11.

7. The petitioner has sworn in the affidavit that the petitioner was appointed by the second respondent in the year 1988 at Khammam. But no appointment letter was issued. The petitioner continuously worked for a period of 12 years. The petitioner worked directly under the control of the second respondent and never worked under the control of the contract. The petitioner and others filed a W.P. before the High Court for absorption in the respondent Corporation and the High Court was pleased to direct the Government of India to constitute an Advisory Board and submit a report within four months. But no action was taken by the Government of India. However, the petitioner and other co-workers continued into the service without any break. It is further, submitted that the petitioner and others filed a W.P. 983/92 for absorption and the High Court was pleased to grant interim direction to continue all the WPs in service. As such, the petitioner and the others continued in service. The petitioner was not paid any compensation even though continuously worked for 12 years.

8. MW1 has sworn in his affidavit that the petitioner had never worked in the respondent Corporation either as a casual labour or in any other capacity and there is no relationship of employer and employee between the respondent and the petitioner. The respondent used to award handling and transport work to the contractors for the purpose of handling and transporting of foodgrains on tender basis and the lowest tenderer was being given the contract. The contractor used to bring his own labours for executing the work undertaken by him and the contractor has to pay the wages as per the schedule of rates fixed in the contract. The respondent did not control or supervise the work done by the contract labours. The Exts. M1 to M11 are the copies of the letters addressed to the contractors awarding the contract for the purpose of handling and transport work mentioned therein from 1985 to 1993. It is further submitted that the respondent Corporation and the workers Union of FCI has entered into settlement and that in terms of the agreement, the respondent has introduced Direct Payment System under which the eligible contract labour were selected from the list furnished by the contractor depending upon the requirement and subject to the terms and conditions of the agreement.

9. It is claimed that the petitioner is the workman as casual labour under the second respondent appointed directly by the respondent management and that the respondent has introduced a contractor to avoid the

relationship of employee and employer between the petitioner and the respondent. The petitioner and others who are placed under similar situation filed a WP before the Hon'ble High Court alleging that their services were illegally discontinued by the respondent corporation and sought the relief for continuation of their services as a casual labour. The Writ Petition was dismissed at the admission stage. However, the petitioner and others were given liberty to avail such remedy as may be available to them in law. Aggrieved by the orders of the single Judge, the petitioner and others preferred an appeal before the Hon'ble High Court. The same was dismissed observing that the disputed facts involved in the case requires the finding by the Industrial Tribunal.

10. The issue that rises in the present petition is whether there had been a relationship of employee and employer by and between the petitioner and the respondent and the respondent has introduced a fake contractor to avoid the relationship.

11. It is claimed by the petitioner that she worked for 12 years without any break with the respondent as a casual labour and the petitioner was appointed by the respondent. The petitioner admitted in cross examination that no appointment letter was given and there is no proof to show that the petitioner was appointed by the District Manager, Khammam. It is admitted in cross examination that the respondent used to give the amount to the contractor and the contractor, in turn, used to make payments to the petitioner and others and the respondent also used to change the contractors from time to time. The clerk employed by the contract society, used to make note of their attendance and allot work and pay the salaries. The petitioner though, claimed that Provident Fund and EPF contributions were deducted from their wages, but they did not file any proof to that affect such as receipts. There is no documentary evidence to show that the petitioner worked continuously under the first respondent for a long period as claimed. It should be noted that the petitioner and others filed a Writ Petition alleging that they are the casual labours of the respondent through a contractor. The petitioner has to prove that the petitioner has been appointed by the respondent, showing the petitioner as a contract labour and there is a relationship of employee and employer exists between the petitioner and the respondent. The respondent witness has stated that the respondent has used to award handling and transport works to the contractors for the purpose of handling and transporting of food grains on tender basis and the lowest tender was given the contract. The documents Ex.M1 to M11 shows that the respondent used to call for the tenders by the contractors and the contract was given to the lowest tenderer and the contractor was

used to enter into the agreements with the respondent. The terms and conditions of agreement shows that the payment should be made at the rates fixed in the contract to the contract labour and the security deposit has to be made and further the contractor has to provide facilities to the contract workers. It is the responsibility of the contractor to execute the work by engaging the labours for loading and unloading of food grains from the wagons and trucks. The Ex. M4, M5 and M7 shows that the FCI Hamalees Labour Contract Society Limited was formed and registered and the society used to take contract of handling and transportation of food grains by duly entering into an agreement. It appears that the said society is carrying the work of handling and transportation of food grains from 1993 to 1995. The petitioner admitted in the cross examination that she was the member of the society and the payment was made by the society. The documents filed by the petitioner Ex. M1 to M11 shows that the work of handling and transportation of food grains was given on contract from 1985 to 1990. The suggestion of the petitioner is that Ex.M1 to M12 were fabricated for the purpose of this case, does not appear to be true. There is no necessity for respondent to fabricate the agreements to show that the petitioners are the contract labours.

12. The petition could not place any record or evidence to show that they are the casual workers under the respondent corporation and the relationship of the workman and the management exists between the parties. It should be noted that in view of the Section 10 of abolition of contract labour, it is for the appropriate Government to decide whether employment of contract labour should be prohibited or only regulated. In the event of prohibiting the contract labour, a committee has to be constituted giving representation to the labour as well as the management to identify the jobs of permanent and perennial in nature and advise the management to regularise the contract labour who are eligible for the jobs. It is not the case of the petitioner that they are the contract labours and entitled for the jobs which are perennial and permanent in nature.

13. Therefore, I hold that there is no relationship of employee and employer exists between the petitioner and respondent. As such, alleged termination of the employee by the respondent is not violative of the provisions of the ID Act. Therefore, an award is passed dismissing the petition.

Dictated to Shri P. Kanaka Raju, LDC transcribed by him, corrected by me and given under my hand and seal of this Court on this the 23rd November, 2005.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witness examined for the
Petitioner :

WW1 :

D. Thirupathamma

Witness examined for
the respondent

MW1 :

S. Sudhakar

Documents filed by the petitioner

Ex. W1 : The list of the casual labourers issued by the Distt. Manager in 1995.

Ex. W2 : The representation letter to the Distt. Manager dtd. 17-7-2000 for reinstatement.

Ex. W3 : The acknowledgement.

Ex. W4 : The High Court order copy dt. 3-8-1999.

Documents filed by the respondent

Ex. M1 : Letter dt. 10-5-1985 to FCI.

Ex. M2 : Letter dt. 1-8-87 addressed to Sri Rama Transport.

Ex. M3 : Letter dt. 29-8-89 addressed to Sri Deshapathi Transport.

Ex. M4 : Letter dt. 7-12-1993 addressed to FCI.

Ex. M5 : Letter dt. 22-4-1996 addressed to FCI Hamali Labour Contract Cooperative Society Ltd.

Ex. M6 : A copy of the tender form and the terms and conditions of the H & T contract.

Ex. M7 : The copy of the agreement between FCI and CSW Hamali Contract Coop. Society Ltd. along with the terms and conditions.

Ex. M8 : The copy of the letter dt. 12-3-1985.

Ex. M9 : Letter dt. 1-1-1987.

Ex. M10 : A copy of the letter dt. 9-8-1989 addressed to Sri Deshapathi Transport.

Ex. M11 : A copy of the letter dt. 7-12-1993 addressed to the President, FCI & CSW Hamalies Labour Contract Coop. Society Ltd.

Ex. M12 : The letter No. S & C 13 (52) 91-Cont. II dt. 5-12-1991.

नई दिल्ली, 8 दिसम्बर, 2005

का. आ. 4860.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 219/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-12-2005 को प्राप्त हुआ था।

[सं. एल-22013/1/2005-आई आर (सी-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 8th December, 2005

S.O. 4860.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref. No. 219/2002) of the Central Government Industrial Tribunal / Labour Court Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of F.C.I. and their workman, which was received by the Central Government on 8-12-2005.

[No. L-22013/1/2005-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT AT HYDERABAD**

PRESENT :

Shri T. Ramachandra Reddy, Presiding Officer

Dated the 23rd November, 2005

INDUSTRIAL DISPUTE L.C. NO. 219/2002**BETWEEN :**

G. Gopamma, W/o Mallesham,
R/o Khammam Distt.

....Petitioner

AND

1. The Regional Manager,
FCI, HACA Bhavan, Hyderabad

2. The Depot Manager,
FCI, Khammam Distt.

....Respondents

APPEARANCES :

For the Petitioner : G. Ravi Mohan, Advocate

For the Respondent : B.G. Ravindra Reddy, Advocate.

AWARD

This is a claim petition filed under section 2A 2 of ID Act by the petitioner and the same was taken on file in view of the judgement of the Hon'ble High Court of Andhra Pradesh reported in WP. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s Cotton Corporation of India and two others.

2. The averments made in the claim statement are that the petitioner was employed by the second respondent Depot Manager, FCI, Khammam in the year 1986 as a Sweeper and initially an amount of Rs. 4/- per day was paid as wages and subsequently enhanced to Rs. 8/- and finally enhanced to Rs. 38/- per day during the year 1988. The second respondent is having godowns at Khammam, and employed the petitioner as casual labour directly for performing the duties of clearing, sweeping and loading and unloading, which are perennial in nature. Subsequent to the employment of the petitioner, the second respondent has introduced a contractor to avoid relationship of the employee and employer between the petitioner and the respondent.

No notice was issued to the petitioner or displayed on the notice board regarding the introduction of the contractor which is contrary to the provision of section 9A of ID Act which requires notice regarding the change in service conditions of the employees.

3. It is further submitted that the petitioner along with the co-workers who are also continuously working from 1986 and similarly situated employees filed a WP. 5024/89 on the file of Hon'ble High Court seeking absorption of their services in the respondent corporation. The Hon'ble High Court was pleased to pass orders on 24-10-1991 directing the Government of India to constitute an Advisory Board and submit a report within four months thereafter to take a decision as to the abolition of contract labours. However, no action was taken by the Government. But the petitioner is being continued in service without any break as a casual labour. The respondent was changing the contractors from time to time to show that the petitioner was not directly under their control. During the pendency of the dispute before the Government, the second respondent again indulge in unfair labour practice and presented the petitioner and other casual labours in attending the duties. The petitioner and other casual labours filed a WP. 983/92 and obtained interim direction to continue the petitioners in service and also to regularize their services. As such, the first respondent continued the petitioners in service.

4. It is further submitted that the petitioner was terminated from service orally w.e.f. 23-3-1998. The petitioner made a representation or reinstatement. But no action was taken, as such, the petitioner filed a W.P. No. 8584/98 before the Hon'ble High Court. The petitioner also preferred an appeal No. 575/98 which was dismissed directing the petitioner and others to agitate the matter before this Tribunal. It is further submitted that the petitioner and others worked from 1986 to 1998 without break. But the respondents are continuing the junior most employees in their corporation and requested to set aside oral termination order and direct to reinstate into service with continuity of services with back wages and other attendant benefits.

5. The respondents filed the counter and denied the averments made in the petition and pleaded that the petition is not maintainable neither in law nor on the facts of the case and further submitted that the petitioner never worked as an employee in the respondent corporation and there is no relationship exists as the employer and employee. The respondent used to award handling and transport contract to the private contractors for handling and transporting of food grains on tender basis. The contractor used to bring his own labour for the purpose of undertaking the work and the amount was paid as per the schedule rate fixed under the contract depending upon the nature of work. It is the

responsibility of the contract as to how many persons should be engaged and who should be engaged and the respondent has nothing to do with those matters. It is further submitted that the respondent never controlled or supervise the work done by the contract labours. The work in the respondent corporation was carried out by the contractors since 1986 to November. 1997. It is further submitted that the contract was given for two years after calling tenders by public tender enquiry. The respondent admitted the filing of W.P. by the petitioner and others and that the Hon'ble High Court did not grant any relief to the petitioner and pleaded that there is no privity of contract exists between the respondent corporation and the petitioner at any time. It is denied that the respondent deducted EPF from the petitioner and requested to pass an award dismissing the claim of the petitioner.

6. The petitioner filed affidavit in support of his claim and got marked the documents as Ex.W1 to W4. As against this, the respondent examined S. Sudhakar as MW1, Asstt. Manager, FCI, Khammam and got marked the documents as Ex.M1 to M11.

7. The petitioner has sworn in the affidavit that the petitioner was appointed by the second respondent in the year 1988 at Khammam. But no appointment letter was issued. The petitioner continuously worked for a period of 12 years. The petitioner worked directly under the control of the second respondent and never worked under the control of the contract. The petitioner and others filed a WP before the High Court for absorption in the respondent corporation and the High Court was pleased to direct the Government of India to constitute an Advisory Board and submit a report within four months. But no action was taken by the Government of India. However, the petitioner and other co-workers continued into the service without any break. It is further, submitted that the petitioner and others filed a WP. 983/92 for absorption and the High Court was pleased to grant interim direction to continue all the WPs in service. As such, the petitioner and the others continued in service. The petitioner was not paid any compensation even though continuously worked for 12 years.

8. MW1 has sworn in his affidavit that the petitioner had never worked in the respondent corporation either as a casual labour or in any other capacity and there is no relationship of employer and employee between the respondent and the petitioner. The respondent used to award handling and transport work to the contractors for the purpose of handling and transporting of food grains on tender basis and the lowest tenderer was being given the contract. The contractor used to bring his own labours for executing the work undertaken by him and the contractor has to pay the wages as per the schedule of rates fixed in the

contract. The respondent did not control or supervise the work done by the contract labours. The Ex. M1 to M11 are the copies of the letters addressed to the contractors awarding the contract for the purpose of handling and transport work mentioned therein from 1985 to 1993. It is further submitted that the respondent corporation and the workers Union of FCI has entered into settlement and that in terms of the agreement, the respondent has introduced Direct Payment System, system under which the eligible contract labour were selected from the list furnished by the contractor depending upon the requirement and subject to the terms and conditions of the agreement.

9. It is claimed that the petitioner is the workman as a casual labour under the second respondent appointed directly by the respondent management and that the respondent has introduced a contractor to avoid the relationship of employee and employer between the petitioner and the respondent. The petitioner and others who are placed under similar situation filed a WP before the Hon'ble High Court alleging that their services were illegally discontinued by the respondent corporation and sought the relief for continuation of their services as a casual labour. The Writ Petition was dismissed at the admission stage. However, the petitioner and others were given liberty to avail such remedy as may be available to them in law. Aggrieved by the orders of the single Judge, the petitioner and others preferred an appeal before the Hon'ble High Court. The same was dismissed observing that the disputed facts involved in the case requires the finding by the Industrial Tribunal.

10. The issue that rises in the present petition is whether there had been a relationship of employee and employer by and between the petitioner and the respondent and the respondent has introduced a fake contractor to avoid the relationship.

11. It is claimed by the petitioner that she worked for 12 years without any break with the respondent as a casual labour and the petitioner was appointed by the respondent. The petitioner admitted in the cross examination that no appointment letter was given and there is no proof to show that the petitioner was appointed by the District Manager, Khammam. It is admitted in the cross examination that the respondent used to give the amount to the contractor and the contractor, in turn, used to make payments to the petitioner and others and the respondent also used to change the contractors from time to time. The clerk employed by the contract society, used to make note of their attendance and allot work and pay the salaries. The petitioner though, claimed that Provident Fund and EPF contributions were deducted from their wages, but they did not file any proof to that affect such as receipts. There is no documentary evidence to show that the petitioner worked continuously under the first respondent for a long period as claimed. It should be noted that the

petitioner and others filed a Writ Petition alleging that they are the casual labours of the respondent through a contractor. The petitioner has to prove that the petitioner has been appointed by the respondent, showing the petitioner as a contract labour and there is a relationship of employee and employer exists between the petitioner and the respondent. The respondent witness has stated that the respondent has used to award handling and transport works to the contractors for the purpose of handling and transporting of food grains on tender basis and the lowest tender was given the contract. The documents Ex. M1 to M11 shows that the respondent used to call for the tenders by the contractors and the contract was given to the lowest tenderer and the contractor was used to enter into the agreements with the respondent. The terms and conditions of agreement shows that the payment should be made at the rates fixed in the contract to the contract labour and the security deposit has to be made and further the contractor has to provide facilities to the contract workers. It is the responsibility of the contractor to execute the work by engaging the labours for loading and unloading of food grains from the wagon and trucks. The Ex. M4, M5 and M7 shows that the FCI Hamalees Labour Contract Society Limited was formed and registered and the society used to take contract of handling and transportation of food grains by duly entering into an agreement. It appears that the said society is carrying the work of handling and transportation of food grains from 1993 to 1995. The petitioner admitted in the cross examination that she was the member of the society and the payment was made by the society. The documents filed by the petitioner Ex. M1 to M11 shows that the work of handling and transportation of food grains was given on contract from 1985 to 1990. The suggestion of the petitioner is that Ex. M1 to M12 were fabricated for the purpose of this case, does not appear to be true. There is no necessity for respondent to fabricate the agreements to show that the petitioners are the contract labours.

12. The petitioner could not place any record or evidence to show that they are the casual workers under the respondent corporation and the relationship of the workman and the management exists between the parties. It should be noted that in view of the section 10 of abolition of contract labour, it is for the appropriate Government to decide whether employment of contract labour should be prohibited or only regulated. In the event of prohibiting the contract labour, a committee has to be constituted giving representation to the labour as well as the management to identify the jobs of permanent and perennial in nature and advise the management to regularise the contract labour who are eligible for the jobs. It is not the case of the petitioner that they are the contract labours and entitled for the jobs which are perennial and permanent in nature.

13. Therefore, I hold that there is no relationship of employee and employer exists between the petitioner and respondent. As such, alleged termination of the employee by the respondent is not violative of the provisions of the ID Act. Therefore, an award is passed dismissing the petition.

Dictated to Shri P. Kanaka Raju, LDC transcribed by him, corrected by me and given under my hand and seal of this Court on this the 23rd day of November, 2005.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witness examined for the Petitioner :- WW1 : G. Gopamma
Witness examined for the respondent MW1 : S. Sudhakar

Documents filed by the petitioner

- Ex. W1 : The list of the casual labourers issued by the Distt. Manager in 1995
Ex. W2 : The representation letter to the Distt. Manager dtd. 17-7-2000 for reinstatement.
Ex. W3 : The acknowledgement.
Ex. W4 : The High Court order copy dtd. 3-8-1999.

Documents filed by the respondent

- Ex. M1 : Letter dtd. 10-5-1985 to FCI.
Ex. M2 : Letter dtd. 1-8-87 addressed to Sri Rama Transport.
Ex. M3 : Letter dtd. 29-8-89 addressed to Sri Deshapathi Transport.
Ex. M4 : Letter dtd. 7-12-1993 addressed to FCI.
Ex. M5 : Letter dtd. 22-4-1996 addressed to FCI Hamali Labour Contract Cooperative Society Ltd.
Ex. M6 : A copy of the tender form and the terms and conditions of the H & T contract.
Ex. M7 : The copy of the agreement between FCI and CSW Hamali Contract Coop. Society Ltd. along with the terms and conditions.
Ex. M8 : The copy of the letter dtd. 12-3-1985.
Ex. M9 : Letter dtd. 1-1-1987.
Ex. M10 : A copy of the letter dtd. 9-8-1989 addressed to Sri Deshapathi Transport.
Ex. M11 : A copy of the letter dtd. 7-12-1993 addressed to the President, FCI & CSW Hamalies Labour Contract Coop Society Ltd.
Ex. M12 : The letter No. S & C 13 (52) 91-Cont. II dtd. 5-12-1991.

नई दिल्ली, 9 दिसम्बर, 2005

का. आ. 4861.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-I, चंडीगढ़ के पंचाट (संदर्भ संख्या 101/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09-12-2005 को प्राप्त हुआ था।

[सं. एल-22012/306/1999-आईआर (सी-II)]

एन.पी. केशवन, डैस्क अधिकारी

New Delhi, the 9th December, 2005

S.O. 4861—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 101/2004) of the Central Government Industrial Tribunal/Labour Court I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of F.C.I. and their workman, which was received by the Central Government on 09-12-2005.

[No. L-22012/306/1999-IR (C-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case No. I. D. 101/2004

FCI Karamchari Sangathan, BMS Aggarsain Chowk, Mohan Nagar, Kurukshetra. Applicant

Versus

The District Manager, Food Corporation of India, Kurukshetra. Respondent

Appearances:

For the Workman : Shri Dharamvir Singh and Shri Ved Parkash

For the Management: Sh. N. K. Zakhmi.

AWARD

Passed on 11-11-2005

Central Govt. vide notification No. L-220012/306/99-IR(C.II) Dated 4-06-2003 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Food Corporation of India, Kurukshetra, in terminating the services of Sh. Bhim Singh S/o Sh. Dhan Singh w.e.f. 4-11-1995 is legal and justified? If not, to what relief the workman is entitled to?”

2. The case taken up in Lok Adalat. The authorised representative of the workman Shri Dharamvir Singh and Ved Parkash withdraw the present reference in Lok Adalat vide his statement recorded on 19-10-2005 to this effect. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Govt. be informed.

Chandigarh.

11-11-2005

RAJESH KUMAR, Presiding Officer.

नई दिल्ली, 9 दिसम्बर, 2005

का. आ. 4862.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल इंडस्ट्रीट्यूट आफ फ़ेडरेशन एक्वाकल्चर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट

(संदर्भ संख्या 558/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-12-2005 को प्राप्त हुआ था।

[सं. एल-42012/63/2003-आई आर (सी-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 9th December, 2005

S.O. 4862.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 558/2005) of the Central Government Industrial Tribunal/Labour Court Bhubneshwar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Institute of Freshwater Aquaculture and their workman, which was received by the Central Government on 09-12-2005.

[No. L-42012/63/2003-IR (C-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESHWAR

Present : Shri N. K. R. Mohapatra,
Presiding Officer,
C.G.I.T.-cum-Labour Court,
Bhubaneswar

Industrial Dispute case No. 31/2004

Date of Passing Award- 10th November 2005

BETWEEN :

The Management of the Director,
Central Institute of Freshwater
Aquaculture, P. O. Kausalyaganga,
Bhubaneswar, Orissa. 1st Party-Management

AND

Their Workmen represented through
The General Secretary, CIFA Shramik
Sangha, P.O. Kausalyaganga,
Bhubaneswar-751002 2nd Party-Union

APPEARANCES :

Shri K. C. Das, Asstt. : For the 1st Party Management
Administrative Officer.

Shri Debendra Nath : For the 2nd Party-Union
Malik.

AWARD

The Government of India in the Ministry of Labour in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-42012/63/2003-IR(CM-II), dated 05-04-2004.

“Whether the action of the Management of Central Institute of Fresh Water Aquaculture, Kausalyaganga by not maintaining seniority list of casual workmen, who have been working for more

than 7 years at the same place and doing the same nature of job is legal and justified? If not, to what relief the workmen are entitled to?

2. In an effort to justify its demand the Union has alleged that since under the Management of CIFA several casual workers are working in the same place on similar jobs for more than 7 years it is necessary to safeguard their future interest and therefore the Management should be directed to maintain a list of their workers on seniority basis so that the workers would feel secured and hopeful of being absorbed in near future as the same would work as a shield against their arbitrary retrenchment.

3. The 1st Party-Management in nutshell claims in its counter that the engagement of these casual labourers being need based and they not being regular employees the Management is not bound to maintain any list of these workers in order of their seniority for want of any statutory instruction/provisions.

4. It is true that both I. D. Act and the Rules framed there under by the Central Government are silent regarding preparation of seniority list of the casual labourers engaged continuously or otherwise. The only provision available under Rule 77 simply makes it mandatory to maintain a list of workmen in order of their seniority where retrenchment is contemplated. Now therefore, it is to be seen whether it is equally necessary to maintain such list seniority-wise of the casual workers engaged for years together against jobs of perennial nature.

5. Admittedly several persons are working under the Management as casual labourers on daily rated basis. From Ext.-2 a letter addressed by the Management to the Regional Labour Commissioner (Central) in the year 2000 it appears that the Management is in the process of giving temporary status and regularization to casual workers engaged after 1-9-1993 and a list of such workers has in fact been prepared in 2003 as evident from Ext.-1. While accepting its correctness during trial the Union insisted that the same should have been prepared seniority-wise which seems to have contained appreciative value. Since the Management as a benevolent employers has already shown interest to give temporary status to the daily rated casual workers working for number of years, it is very much necessary to maintain a list of such workers seniority-wise so that there would be little scope for manipulation. If such a list is prepared it would also protect the future interest of those who as daily labour/casual labour are rendering service to the Management for several year.

6. In view of the above it is ordered with a direction to the Management to prepare a list of casual workers working for more than 7 years in the same place on same job seniority-wise by re-arranging the list (Ext.-2), the contents of which the Union has genuinely accepted before the Court.

7. Accordingly the reference is answered.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 9 दिसम्बर, 2005

का. आ. 4863.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-I, चंडीगढ़ के पंचाट (संदर्भ संख्या 125/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-12-2005 को प्राप्त हुआ था।

[सं. एल-22012/402/1999-आई आर (सी-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 9th December, 2005

S.O. 4863.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 125/2000) of the Central Government Industrial Tribunal/Labour Court-I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of F.C.I. and their workman, which was received by the Central Government on 09-12-2005.

[No. L-22012/402/1999-IR(C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

**BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH.**

Case No. I. D. 125/2000

Shri Pargat Singh S/o Sh. Tara Singh, Vill. & P. O.
Kathunangal, Amritsar (Punjab).....Applicant

VERSUS

The District Manager, Food Corporation of India, 86
Rani Ka Bagh, Amritsar (Punjab).....Respondent

APPEARANCES :

For the Workman : None

For the Management : Sh. N. K. Zakhmi.

AWARD

Passed on 11-11-2005

Central Govt. vide notification No. L-22012/402/1999-IR(CM.II) dated 29-02-2000 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Food Corporation of India, Amritsar in terminating the services of S/o Sh. Pargat Singh S/o Sh. Tara Singh w.e.f. 01-01-1997 without paying him any retrenchment compensation is legal and justified? If not, to what relief the workman is entitled to and from which date?”

2. The case taken up today for orders. The learned counsel for the management submitted that the workman is not appearing in the court and it appears that he is

not interested to pursue with the present reference and seems better employed some where. He submitted that no useful purpose would be served in keeping this case pending further. In view of the above, since the workman is not appearing despite several notice even through regd. post. It appears that workman is not interested to pursue with the present reference, the present reference is returned to the Central Govt. for want of prosecution. Central Govt. be informed. File be consigned to record. Chandigarh.

11-11-2005

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 9 दिसम्बर, 2005

का. आ. 4864.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-I, चंडीगढ़ के पंचाट (संदर्भ संख्या 127/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-12-2005 को प्राप्त हुआ था।

[सं. एल-22012/403/1999-आई आर (सी-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 9th December, 2005

S.O. 4864.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 127/2000) of the Central Government Industrial Tribunal/Labour Court-I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of F.C.I. and their workman, which was received by the Central Government on 09-12-2005.

[No. L-22012/403/1999IR(C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

**BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH.**

Case No. I. D. 127/2000

Shri Trilok Singh S/o Sh. Karam Singh, Vill. & P.O.
Majitha, Amritsar (Punjab).....Applicant

VERSUS

The District Manager, Food Corporation of India, 86
Rani Ka Bagh, Amritsar (Punjab).....Respondent

APPEARANCES :

For the Workman : None

For the Management : Sh. N. K. Zakhmi.

AWARD**Passed on 11-11-2005**

Central Govt. vide notification No. L-22012/403/1999/IR(CM.II) Dated 29-2-2000 has referred the following dispute to this Tribunal for adjudication.

“Whether the action of the Management of Food Corporation of India, Amritsar in terminating the services of Sh. Tirok Singh S/o Sh. Karam Singh w.e.f. 1-1-97 without paying him any retrenchment compensation is legal and just? If not, to what relief the concerned workman is entitled to and from which date?”

2. The case taken up today for orders. The learned counsel for the management submitted that the workman is not appearing in the court and it appears that he is not interested to pursue with the present reference and seems better employed some where. He submitted that no useful purpose would be served in keeping this case pending further. In view of the above, since the workman is not appearing despite several notices even through regd. post. It appears that workman is not interested to pursue with the present reference, the present reference is returned to the Central Govt. for want of prosecution. Central Govt. be informed. File be consigned to record.

Chandigarh.

11-11-2005

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 9 दिसम्बर, 2005

का. आ. 4865.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-I, चंडीगढ़ के पंचाट (संदर्भ संख्या 123/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-12-2005 को प्राप्त हुआ था।

[सं. एल-22012/390/1999-आई आर (सी-II)]

एन.पी. केशवन, डैस्क अधिकारी

New Delhi, the 9th December, 2005

S.O. 4865.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 123/2000) of the Central Government Industrial Tribunal/Labour Court-I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of F.C.I. and their workman, which was received by the Central Government on 9-12-2005.

[No. L-22012/390/1999-IR (C-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

**BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH.**

Case No. I. D. 123/2000

Shri Sarwan Singh S/o Sh. Kapoor Masih, Vill. Rora P.O.
Majitha, Amritsar (Punjab) Applicant

VERSUS

The District Manager, Food Corporation of India, 86
Rani ka Bagh Amritsar (Punjab) Respondent

APPEARANCES:

For the Workman : None

For the Management : Sh. N. K. Zakhmi.

AWARD**Passed on 11-11-2005**

Central Govt. vide notification No. L-22012/390/1999/IR(CM.II) Dated 10-2-2000 has referred the following dispute to this Tribunal for adjudication.

“Whether the action of the Management of Distt. Manager, Food Corporation of India, Amritsar in terminating the services of Sh. Sarwan Singh S/o Sh. Kapoor Masih w.e.f. 1-1-97 without paying him any retrenchment compensation is legal and just? If not, to what relief the concerned workman is entitled?”

2. The case taken up today for orders. The learned counsel for the management submitted that the workman is not appearing in the court and it appears that he is not interested to pursue with the present reference and seems better employed some where. He submitted that no useful purpose would be served in keeping this case pending further. In view of the above, since the workman is not appearing despite several notices even through regd. post, it appears that workman is not interested to pursue with the present reference, the present reference is returned to the Central Govt. for want of prosecution. Central Govt. be informed. File be consigned to record.

Chandigarh.

11-11-2005

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 9 दिसम्बर, 2005

का. आ. 4866.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-I, चंडीगढ़ के पंचाट (संदर्भ संख्या 9/2004) को

प्रकाशित करती है, जो केन्द्रीय सरकार को 9-12-2005 को प्राप्त हुआ था।

[सं. एल-22012/71/2003-आई आर (सी-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 9th December, 2005

S.O. 4866.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 9/2004) of the Central Government Industrial Tribunal/Labour Court-I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of F.C.I. and their workman, which was received by the Central Government on 09-12-2005.

[No. L-22012/71/2003-IR (C-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH.

Case No. I. D. 9/2004

Shri Ravi Kumar, S/o Sh. Karam Chand, R/o Back side R.S.D. College, Golbagh, Ferozepur City, FerozepurApplicant

VERSUS

1. The Senior Regional Manager, Food Corporation of India, SCO 356-357, Sector 34-A, Chandigarh.
2. The District Manager, Food Corporation of India, Bus Stand Road, Ferozepur Cantt.

.....Respondent

APPEARANCES:

For the Workman : Shri B. N. Sehgal
For the Management : Sh. N. K. Zakhmi.

AWARD

Passed on 11-11-2005

Central Govt. vide notification No. L-22012/71/2003-IR(CM.II) Dated 09-02-2004 has referred the following dispute to this Tribunal for adjudication.

“Whether the action of the Management of Food Corporation of India, Ferozepur Cantt. in terminating the services of Sh. Ravi Kumar, ancillary labour w.e.f. 30-06-99 is just fair and legal? If not, to what relief the workman is entitled to and from which date?”

2. The case taken up in Lok Adalat. The authorised representative of the workman Shri B. N. Sehgal withdraw the present reference in Lok Adalat vide

his statement recorded on 21-10-2005 to this effect. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Govt. be informed.

Chandigarh.

11-11-2005

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 9 दिसम्बर, 2005

का. आ. 4867.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 103/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-12-2005 को प्राप्त हुआ था।

[सं. एल-22012/12/1999-आई आर (सी-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 9th December, 2005

S.O. 4867.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 103/2004) of the Central Government Industrial Tribunal/Labour Court-I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of F.C.I. and their workman, which was received by the Central Government on 09-12-2005.

[No. L-22012/12/1999-IR (C-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH.

Case No. I. D. 103/2004

FCI Karamchari Sangathan, BMS Aggarsain Chowk, Mohan Nagar, Kurukshetra. Applicant

VERSUS

The District Manager, Food Corporation of India, Kurukshetra. Respondent

APPEARANCES:

For the Workman : Shri Dharamvir Singh and Shri Ved Prakash
For the Management : Sh. N. K. Zakhmi.

AWARD

Passed on 11-11-2005

Central Govt. vide notification No. L-22012/12/1999-IR(C. II) Dated 04-06-2003 has referred

the following dispute to this Tribunal for adjudication.

“Whether the action of the Management of Food Corporation of India, Kurukshetra in terminating the services of Sh. Tarsem Chand S/o Sh. Suraj Bhan w.e.f. 12-11-95 is legal and justified ? If not, to what relief the workman is entitled to ?”

2. Case taken up in Lok Adalat. The authorised representative of the workman Shri Dharamvir Singh withdraw the present reference in Lok Adalat vide his statement recorded on 19-10-2005 to this effect. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Govt. be informed.

Chandigarh.

11-11-2005

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 2005

का. आ. 4868.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1-1-06 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय 5 और 6 (धारा 76 की उप धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध तमिलनाडु राज्य/शासित प्रदेश क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

केन्द्र का नाम	कोयम्बतूर जिला में पल्लडम तालुक
कोयम्बतूर परिधीय	1. मोप्पेरिपालयम
(मोप्पेरिपालयम)	2. काडुवेट्टिपालयम
	3. किट्टाम्पालयम।

.....के राजस्व गांव

[सं. एस-38013/64/2005-एस.एस.-1]

के. सी. जैन, निदेशक

New Delhi, the 21st December, 2005

S.O. 4868.—In exercise of the powers conferred by Sub-section (3) of Section I of the Employees State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st January, 2006 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI (except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamilnadu namely :—

Centre Name	Areas comprising the revenue villages of
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Coimbatore

Peripheral

(Mopperipalayam)	01. Mopperipalayam
	02. Kaduvettipalayam
	03. Kittampalayam
	of Palladam Taluk in
	Coimbatore District.

[No. S-38013/64/2005-S.S.I]

K. C. JAIN, Director.

नई दिल्ली, 22 दिसम्बर, 2005

का. आ. 4869.—केन्द्रीय सरकार, डाक कर्मकार (सुरक्षा, स्वास्थ्य और कल्याण) नियम, 1990 के नियम 9 के साथ पठित डाक कर्मकार (सुरक्षा, स्वास्थ्य और कल्याण) अधिनियम, 1986 (1986 का 54) की धारा 9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना के प्रकाशन की तारीख से निम्नलिखित सदस्यों को शामिल करते हुए सलाहकार समिति का गठन करती है, अर्थात् :—

- | | |
|---|---------|
| 1. मुख्य निरीक्षक, डाक सुरक्षा (कारखाना सलाह सेवा और श्रम संस्थान महानिदेशालय), मुम्बई। | अध्यक्ष |
| 2. निदेशक/उपसचिव, भारत सरकार, श्रम और रोजगार मंत्रालय, (औद्योगिक सुरक्षा और स्वास्थ्य प्रभाग का भारसाधक), नई दिल्ली। | सदस्य |
| 3. उप सचिव (पत्तन मानव संसाधन विकास), भारत सरकार, पोत परिवहन मंत्रालय, परिवहन भवन, नई दिल्ली। | सदस्य |
| 4. श्री डी. के. शर्मा, महासचिव, विशाखापटनम पत्तन कर्मचारी संघ, धर्मशक्ति भवन, 26-15-204 मेन रोड, विशाखापटनम-530001 (आंध्र प्रदेश)। | सदस्य |
| 5. श्री के. वी. अय्यर, कोचीन पत्तन श्रमिक संघ (सीटू), 24/2102 विलिंग्डन आईलैंड, कोचीन-682009 (केरल)। | सदस्य |
| 6. श्री पी. के. सामंत्रै, अध्यक्ष, भारतीय राष्ट्रीय डाक कर्मकार परिसंघ, श्रमिक भवन, एच-17, प्वाइंट नुआबाजार, पारादीप पत्तन-754142 (उड़ीसा)। | सदस्य |

- | | | | |
|---|------------|---|---------------------------|
| 7. उपाध्यक्ष,
मुम्बई पत्तन न्यास,
मुम्बई-400038। | सदस्य | 6. Shri P. K. Samantrai,
President, Indian National Dock Workers
Federation, Shramik Bhawan, H-17,
V Point Nuabazar,
Paradip Port-754142 (Orissa) | : Member |
| 8. उप महाप्रबंधक (पत्तन प्रचालन),
शिपिंग कारपोरेशन आफ इंडिया
लिमिटेड, शिपिंग हाऊस, मैडम
कामा रोड, नरीमन प्वाइंट,
मुम्बई-400021। | सदस्य | 7. Deputy Chairman, Mumbai Port Trust, | : Member
Mumbai-400038 |
| 9. श्री के. वी. कृष्ण कुमार,
अध्यक्ष, विशाखापत्तनम मोंटिया
संघ, के. एस. दत्त मेमोरियल
बिल्डिंग, पत्तन क्षेत्र,
विशाखापत्तनम-530035। | सदस्य | 8. Deputy General Manager, (Port Operations),
Shipping Corporation of India Ltd., Shipping
House, Madam Cama Road, Nairiman Point
Mumbai-400021 | : Member |
| 10. निदेशक भारसाधक,
डाक सुरक्षा प्रभाग,
कारखाना सलाह सेवा
और श्रम संस्थान,
मुम्बई-400022। | सदस्य-सचिव | 9. Shri K. V. Krishna Kumar, President
Visakhapatnam Stevedores Association,
K. S. Dutt Memorial Building, Port Area,
Visakhapatnam-530035 | : Member |
| | | 10. Director-in-charge,
Dock Safety Division
Directorate General of Factory Advice
Service and Labour Institutes,
Mumbai-400022. | : Member
: Secretary |

2. समिति में नियुक्त सदस्यों की पदावधि इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष के लिए होगी।

[फा. सं. एस-17025/2/93-आईएसएच II]

बृज मोहन, अवर सचिव

New Delhi, the 22nd December, 2005

S.O. 4869.—In exercise of the powers conferred by section 9 of the Dock Workers (Safety, Health and welfare) Act, 1986 (54 of 1986) read with rule 9 of the Dock Workers (Safety, Health and Welfare) Rules, 1990, the Central Government hereby constitute with effect from the date of publication of this notification, the Advisory Committee consisting of members, namely:—

1. The Chief Inspector of Dock Safety : Chairman
(Directorate General Factory Advice Service and Labour Institutes), Mumbai
2. The Director/Deputy Secretary : Member
Government of India, Ministry of Labour and Employment (Incharge of Industrial safety and Health Division), New Delhi
3. The Deputy Secretary, : Member
Port Human Resource Development, Government of India, Ministry of Shipping, Transport Bhawan, New Delhi.
4. Shri D. K. Sarma, : Member
General Secretary, Visakhapatnam Port Employees Union Dharmasakti Bhawan, 26-15-204 Main Road, Visakhapatnam-530001 (A.P.)
5. Sh. K. V. Ayier, : Member
Cochin Port Labour Union (CITU) 24/2102 Willingdon Island, Cochin-682009 (Kerala)

2. The term of the members of the Committee appointed shall be for a period of three years from the date of publication of this notification.

[F. No. S-17025/2/93-ISH.II]

BRAJ MOHAN, Under Secy.

आदेश

नई दिल्ली, 30 नवम्बर, 2005

का. आ. 4870.—दिल्ली उच्चतर न्यायिक सेवा के सदस्य और वर्तमान में ई. पी. एफ. अपीलीय न्याधिकरण, नई दिल्ली में पीठासीन अधिकारी के रूप में प्रतिनियुक्ति पर कार्यरत, श्री ए. के. पाठक के दिल्ली उच्च न्यायालय, नई दिल्ली में विशेष कार्य अधिकारी के रूप में नियुक्ति के परिणामस्वरूप, केन्द्र सरकार श्री ए. के. पाठक को दिल्ली उच्च न्यायालय में विशेष कार्य अधिकारी के पद पर कार्य ग्रहण करने के लिए दिनांक 30-11-2005 (अपराह्न) से उनके पद से कार्यमुक्त करती है।

[सं. ए-12026/4/2003-एसएस-I]

संयुक्ता राय, अवर सचिव

ORDER

New Delhi, the 30th November, 2005

S.O. 4870.— Consequent upon his appointment as Officer on Special Duty in the High Court, New Delhi, Shri A. K. Pathak, a member of Delhi Higher Judicial Service and Presently on deputation as Presiding Officer, EPF Appellate Tribunal, New Delhi, the Central Government hereby relieves Shri A. K. Pathak of his duties w.e.f. the afternoon of 30-11-2005 in order to enable him to join as Officer on Special Duty in Delhi High Court.

[No. A-12026/4/2003-SS-I]

SANJUKTA RAY, Under Secy.